GENERAL TERMS AND CONDITIONS

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TWO-WAY WIRELESS INTERCONNECTION AGREEMENT

This Two-Way Wireless Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Agreement"), by and between Illinois Bell Telephone Company, d/b/a AT&T Illinois ("AT&T ILLINOIS"), and SprintCom, Inc., WirelessCo. L.P. through their agent Sprint Spectrum L.P., NPCR, Inc. d/b/a Nextel Partners and Nextel West Corp. (collectively referred to as "Sprint"), shall apply in the State of Illinois. AT&T ILLINOIS and Sprint may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, AT&T ILLINOIS is an Incumbent Local Exchange Carrier ("ILEC") in the state of Illinois; and

WHEREAS, Sprint is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide Telecommunications Services, as defined below, in the state of Illinois; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers, as defined below; and;

WHEREAS, Sprint is a Telecommunications Carrier and has requested AT&T ILLINOIS to negotiate an Agreement with pursuant to the Act; and,

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 Introduction

1.1 Capitalized Terms used in this Agreement shall have the respective meanings specified in Section 2.0 below "Definitions", and/or as defined elsewhere in this Agreement.

1.2 This Agreement is composed of the foregoing recitals, the General Terms and Conditions ("GT&Cs"), set forth below and certain Attachments, Schedules, Exhibits and Addenda immediately following this GT&Cs, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

2.0 Definitions

2.1 "Access Service Request ("ASR")" means the industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

2.2 "Access Tandem" means a Local Exchange Carrier switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC End Office network and the switching systems operated by carriers other than the LEC that operates the LEC End Office network.

2.3 "Accessible Letter(s)" means AT&T ILLINOIS correspondence used to communicate pertinent information to other carriers that is intended to be of broad interest or application, as opposed to being information applicable to a single carrier.

2.4 "Act" means the Communications Act of 1934, as may be amended from time to time.

2.5 "Affiliate" means as defined at 47 U.S.C. § 153(2).

2.6 "Ancillary Services" means LEC provided supplementary services such as directory assistance, N11, (including any 911 service offering), operator services, Service Access Codes (600, 700, 800 and 900 services, but not including 500 services).

2.7 "Ancillary Services Connection" means a one-way, mobile-to-land Type 1 interface (or Type 2C interface as described in Attachment 02, Section 4.2.6) used solely for the transmission and routing of Ancillary Services traffic.

2.8 "Answer Supervision" means an off-hook supervisory signal sent by the receiving Party's Central Office Switch/MSC to the sending Party's Central Office Switch/MSC on all Completed Calls after address signaling has been completed.

2.9 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, orders, permits, and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

2.10 "Audited Party" means the Party being audited by the Auditing Party.

2.11 "Auditing Party" means the Party conducting an audit of the Audited Party's books, records, data and other documents.

2.12 "Authorized Services" means those services that each Party lawfully provides pursuant to Applicable Law.

2.13 "Bill Due Date" means thirty (30) calendar days from the bill date if the invoice is received by the Billed Party within ten (10) Business Days of the invoice date. For invoices not received within ten (10) Business Days of the invoice date, the Bill Due Date will be extended by one Business Day for each day after the 10th Business Day.

2.14 "Billed Party" means the recipient Party of a bill rendered from the Billing Party.

2.15 "Billing Dispute" means a dispute of a specific amount of money billed by the Billing Party.

2.16 "Billing Party" means the Party rendering a bill.

2.17 "Bona Fide Request ("BFR")" means the process as described in Section 34.0.

2.18 "Business Day" means Monday through Friday, excluding holidays on which the U.S. Mail is not delivered.

2.19 "CABS" means the Carrier Access Billing System.

2.20 "Cash Deposit" means a cash security deposit in U.S. dollars held by a Party.

2.21 "Cell Site" means a transmitter/receiver location, operated by or on behalf of an FCC-wireless licensed carrier, through which radio links are established between a wireless system and mobile or fixed-wireless units.

2.22 "Central Office" means a telephone company building where subscribers' lines are joined to switching equipment for connecting to other subscribers, locally or long distance.

2.23 "Central Office Switch" means/refers to the switching entity within the Public Switched Telecommunications Network, including but not limited to:

2.23.1 "End Office Switch" means/refers to the switch that directly terminates traffic to and receives traffic from purchasers of Telephone Exchange Services. An End Office Switch does not include a PBX.

2.23.2 "Tandem Office Switch" or "Tandem Switch" or "Tandem" means/refers to a switch that has been designed for special functions that an End Office Switch does not or cannot perform and are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

2.24 "Claim(s)" means any pending or threatened claim, action, proceeding or suit.

2.25 "Collocation or Collocation Space" means the right of Sprint to occupy that certain area designated by AT&T ILLINOIS within an AT&T ILLINOIS Premises, of a size which is specified by Sprint and agreed to by AT&T ILLINOIS which agreement should not be unreasonably withheld.

2.26 "Commercial Mobile Radio Service(s) ("CMRS")" means as defined at 47 U.S.C. § 332(d)(1) and 47 C.F.R. § 20.3.

2.27 "Commission" means the applicable State telecommunications regulatory agency with authority over the establishment and enforcement of this Agreement pursuant to Applicable Law.

2.28 "Common Channel Signaling ("CCS")" means or refers to a network architecture that uses Signaling System 7 (SS7) to transport supervision, alerting, addressing and controls signals, and data messages between Telecommunications nodes and networks during call set-up and tear-down, utilizing Signaling Transfer Points (STP), Service Switching Points (SSP) and Signaling Control Points (SCP). CCS is an out-of-band network that is separate from the call transmission path of the PSTN that carries the actual call. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

2.29 "Common Language Location Identifier ("CLLI")" means the codes that provide a unique eleven (11)-character representation of a network interconnection point. The first eight (8) characters identify the city, state and building location, while the last three (3) characters identify the network component.

2.30 "Completed Call" means a call that is delivered for which a connection is established after Answer Supervision.

2.31 "Consequential Damages" means indirect, incidental, consequential, reliance, or special damages suffered by a Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such

other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result.

2.32 "Conversation MOU" means the minutes of use that both Parties' equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

2.33 "CPN" ("Calling Party Number") means the ten (10) digit number of the calling Party.

2.34 "Day" means calendar day unless "Business Day" is specified.

2.35 Delaying Event" means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

2.35.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

2.35.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

2.35.3 any Force Majeure Event.

2.36 **"**DEOT" means Direct End Office Trunk.

2.37 "Deposit" means any form of security, including but not limited to Cash Deposit, Letter of Credit or Surety Bond.

2.38 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

2.38.1 "Digital Signal Level 0 (DS-0)" means the lowest-level signal in the time division multiplex digital hierarchy, and represents a voice-grade channel operating at either the 56 Kbps or 64 Kbps transmission bit rates. There are twenty-four (24) DS-0 channels in a DS-1.

2.38.2 "Digital Signal Level 1 (DS-1)" means the 1.544 Mbps first level signal in the time division multiplex hierarchy.

2.38.3 "Digital Signal Level 3 (DS-3)" means the 44.736 Mbps third level signal in the time division multiplex hierarchy.

2.39 "Disconnect Supervision" means an on-hook supervisory signal sent at the end of a Completed Call.

2.40 "Discontinuance Notice" means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within thirty-five (35) calendar days following receipt of the Billing Party's notice of Unpaid Charges.

2.41 "Disputed Amounts" means the amount that the Disputing Party contends is incorrectly billed.

2.42 "Disputing Party", as used in the Sections 10.0 below and 12.0 below, means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.

2.43 "Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.

2.44 "End User(s)" means a Third Party subscriber to retail services that uses any Authorized Services provided by any of the Parties. As used herein, the term "End User(s)" does not include either of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.45 INTENTIONALLY LEFT BLANK.

2.46 "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

2.47 "Equal Access Trunk Group" means a trunk used solely to deliver traffic through an AT&T access tandem to or from an IXC, using Feature Group D protocols.

2.48 "Exchange Access" has the meaning as defined at 47 U.S.C. § 153(20).

2.49 INTENTIONALLY LEFT BLANK.

2.50 "FCC" means the Federal Communications Commission.

2.51 "Fiber Meet Point" is a method of Interconnection utilizing fiber at a technically feasible and mutually agreed upon physical meet point. It also represents the point at which one Party's responsibility for service begins and the other Party's responsibility ends. The Fiber Meet Point operates at a mutually agreed upon SONET transmission rate, i.e., the speed at which the SONET transmits bits.

2.52 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

2.53 "Hazardous Substances" or "Hazardous Material" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

2.54 "Incumbent Local Exchange Carrier ("ILEC")" has the meaning as defined at 47 C.F.R. § 51.5.

2.55 "Information Services" has the meaning as defined at 47 C.F.R. § 51.5.

2.56 "Information Service Provider ("ISP")" means an Enhanced Service Provider ("ESP") that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

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2.58 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

2.59 "Interconnection" is as defined at 47 C.F.R. § 51.5. When the word "interconnection" (as opposed to "Interconnection") is used in this Agreement it shall mean the connection of the Parties' networks for the exchange of Authorized Services traffic.

2.60 "Interconnection Facilities" are the transmission facilities that connect Sprint's network with AT&T ILLINOIS' network for the mutual exchange of traffic. These facilities connect Sprint's network from Sprint's Switch or associated point of presence within the LATA to the POI for the transmission and routing of telephone exchange service and/or exchange access service. For the avoidance of doubt, but subject to Attachment 02, Section 5.6, the facilities referred to in this definition mean the entrance facilities used exclusively for Interconnection as defined at 47 C.F.R. Section 51.5.

2.61 "Interconnection Service(s)" means Interconnection, Collocation, functions, facilities, products and/or services offered under this Agreement.

2.62 "Interexchange Carrier (IXC)" means a carrier (other than a WSP or a LEC) that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

2.63 "InterLATA" means as defined in the Act.

2.64 "InterMTA Traffic" means traffic to or from Sprint's network which, at the beginning of the call, originates in one MTA and terminates in another MTA.

2.65 "IntraMTA Traffic" means traffic exchanged directly or traffic exchanged indirectly that, at the beginning of the call, originates and terminates within the same MTA, and is originated by one Party on its network from its End User and delivered to the other Party for termination on its network to its End User.

2.66 "LATA" means Local Access and Transport Area as defined at 47 C.F.R. § 51.5.

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2.68 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to a Party naming such Party and/or its applicable designated affiliate as the beneficiary(ies) thereof.

2.69 "Local Exchange Carrier ("LEC")" means as defined at 47 C.F.R. § 51.5.

2.70 "Local Exchange Routing Guide (LERG)" means the Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

2.71 "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain the presence of a previously existing telephone number(s).

2.72 "Location Routing Number (LRN)" means the ten (10) digit number that is assigned to the network switching elements (Central Office Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

2.73 "Local Service Request (LSR)" means the form used by the Parties to enable landline to wireless number portability.

2.74 "Loss" or "Losses" means any and all losses, costs (including court costs), Claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

2.75 "Mobile Switching Center ("MSC")" means/refers to an essential switching element in a wireless network which performs the switching for routing of calls between and among its subscribers and subscribers in other wireless or landline networks. The MSC is used to interconnect trunk circuits between and among other MSC's, Tandem Switches, End Office Switches, IXC switching systems, aggregation points, points of termination, or point of presence.

2.76 "MTA" ("Major Trading Area") means defined in 47 C.F.R. § 24.202(a).

2.77 "Non-Paying Party" means the Party that has not made payment of undisputed amounts by the Bill Due Date of all amounts within the bill rendered by the Billing Party.

2.78 "North American Numbering Plan (NANP)" means the numbering architecture in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.

2.79 "Notice" is official correspondence between the Parties sent in accordance with Notice Sections 18.0 – 18.5 of this General Terms and Conditions.

2.80 "Numbering Plan Area ("NPA")" also called "area code" means the three (3)-digits (NXX) of the ten (10)-digit telephone number in the form NXX-NXX-XXXX, where the N represents any one of the numbers two (2) through nine (9) and X represents any of the numbers zero (0) through nine (9).

2.81 "Number Portability" means as defined in 47 C.F.R. § 52.21.

2.82 "NXX" or "Central Office Code" means the three (3)-digit switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits of a ten (10) digit telephone number within the NANP. Each NXX Code contains ten thousand (10,000) station numbers.

2.83 "OBF" (Ordering and Billing Forum) means a forum which functions under the Alliance for Telecommunications Industry Solution (ATIS).

2.84 "Operations Support Systems ("OSS")" means the suite of functions which permits a WSP to interface to the ILEC for pre-ordering, ordering, provisioning, maintenance/repair and billing as described in the Attachment OSS herein.

2.85 "Paging Traffic" means traffic that results in the sending of a paging message over a paging or narrowband PCS frequency.

2.86 INTENTIONALLY LEFT BLANK.

2.87 "Person" means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable Law, an unincorporated organization or any Governmental Authority.

2.88 "Point of Interconnection" ("POI") means a point on the AT&T ILLINOIS network (End Office or Tandem building) where the Parties networks meet for the purpose of establishing Interconnection and also serves as a demarcation point between the facilities that each Party is physically and financially responsible to provide.

2.89 Public Switched Telephone Network" ("PSTN") means any common carrier switched network, whether by wire or radio, including LECs, IXCs, and mobile service providers that use the NANP in connection with the provision of switched services.

2.90 "Rate Center" means a geographic area defined by the State Commission.

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2.92 "Remittance Information" means the information that must specify the Billing Account Numbers (BANs) paid; the date of the invoices paid; and the amount being paid.

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2.95 "Selective Router" means/refers to the equipment that provides the 911 functionality contained within a Central Office and provides the tandem switching of 9-1-1 calls. It controls the delivery of the voice call with ANI to the PSAP.

2.96 "Service Provider Number Portability" ("SPNP") means the same as "LNP Data Base Query".

2.97 "Service Start Date" means the date on which services were first supplied under this Agreement.

2.98 "Serving Wire Center (SWC)" means the Wire Center that serves the area in which the other Party's or a Third Party's Wire Center, aggregation point, point of termination, or point of presence is located.

2.99 "Shared Facility Factor" means the factor used to appropriately allocate the cost of 2-way DS1 interconnection facilities based on proportionate use of the facility between AT&T ILLINOIS and Sprint.

2.100 INTENTIONALLY LEFT BLANK.

2.101 "Signaling System 7 (SS7)" means a signaling protocol used by the CCS Network that employs data circuits to carry packetized information about each call between switches within the PSTN.

2.102 "Sprint Third Party Provider" has the meaning as defined in Section 3.11.4.

2.103 "Surety Bond" means a bond from a Bond company with a credit rating by A.M. BEST better than a "B". The bonding company shall be certified to issue bonds in a state in which this Agreement is approved.

2.104 "Switched Access Service" means an offering of access to AT&T ILLINOIS' network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.

2.105 "Tandem Serving Area" ("TSA") means an AT&T ILLINOIS area defined by the sum of all local calling areas served by AT&T ILLINOIS End Offices that subtend an AT&T ILLINOIS Tandem as defined in the LERG.

2.106 "Tax" or "Taxes" means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated, including any charges or other payments, contractual or otherwise, for the use of streets or rights-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.

2.107 "Technically Feasible" has the meaning as defined at 47 C.F.R. § 51.5.

2.108 "Telcordia" means Telcordia Technologies, Inc.

2.109 "Telecommunications" means as defined at 47 U.S.C. § 153(50).

2.110 "Telecommunications Carrier" means as defined at 47 U.S.C. § 153(51).

2.111 "Telecommunications Service" means as defined at 47 U.S.C. § 153(53).

2.112 "Telephone Exchange Service means as defined at 47.U.S.C. § 153(54).

2.113 "Telephone Toll Service" has the meaning as defined at 47 U.S.C. § 153(55).

2.114 "Terminating InterMTA Traffic" means traffic that, at the beginning of the call: (a) originates on Sprint's network; (b) is sent from the mobile unit of Sprint's End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and (c) terminates on AT&T ILLINOIS' network in another MTA.

2.115 "Third Party" means any Person other than a Party.

2.116 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits AT&T ILLINOIS' network and is delivered to Sprint.

2.117 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when Sprint originates traffic that is sent through the AT&T ILLINOIS network i.e. Sprint is using AT&T ILLINOIS' Transit Traffic Service.

2.118 "Third Party Traffic" means traffic carried by AT&T ILLINOIS acting as an intermediary that is originated and terminated by and between Sprint and a Third Party Telecommunications Carrier.

2.119 "Transit Service Provider" means AT&T ILLINOIS when providing its Transit Traffic Services to Sprint and Third Parties.

2.120 "Transit Traffic" means traffic originating on Sprint's network that is switched and transported by AT&T ILLINOIS and is delivered to a Third Party's network, or traffic originating on a Third Party's network that is switched and transported by AT&T ILLINOIS and is delivered to Sprint's network. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T ILLINOIS including, but not limited to; a Section 271 Local Switching (271-LS), Local Wholesale Complete or Wholesale Local Platform Service agreement(s) is not considered Transit Traffic. Additionally Transit Traffic does not include traffic to/from IXCs.

2.121 "Transit Traffic MOUs" means all Transit Traffic minutes delivered to AT&T ILLINOIS by Sprint.

2.122 "Transit Traffic Service" is a switching and intermediate transport service that AT&T ILLINOIS provides to an originating carrier for Transit Traffic between that carrier and a terminating carrier, both of which carriers are directly interconnected with the same AT&T ILLINOIS Tandem.

2.123 "Trunk(s)" or "Trunk Group(s)" means the switch port interface(s) used and the communications path created to connect two switches.

2.124 "Trunk-Side" means the Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office Switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.125 "Unpaid Charges" means any undisputed charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date.

2.126 INTENTIONALLY LEFT BLANK.

2.127 "Wire Center" means as defined in 47 C.F.R. § 51.5.

2.128 "WSP" means a wireless service provider.

2.129 "Wireless Service Request" ("WSR") means the industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

3.0 Interpretation, Construction and Severability

3.1 Definitions:

3.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words

"include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

3.2 Headings Not Controlling:

3.2.1 The headings and numbering of Sections, Parts, Attachments, Schedules and Exhibits to this Agreement 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.

3.2.2 This Agreement incorporates a number of Attachments which, together with their associated Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular Attachment, Exhibit, Schedule or Addenda may otherwise have.

3.3 Referenced Documents:

3.3.1 Any reference throughout this Agreement to an industry guideline, AT&T ILLINOIS' technical guideline or referenced AT&T ILLINOIS business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T ILLINOIS' website. To the extent that any of these referenced documents may conflict with this Agreement, this Agreement shall prevail.

3.4 References:

3.4.1 References herein to Sections, Paragraphs, Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require.

3.5 Tariff References:

3.5.1 References to tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T ILLINOIS services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T ILLINOIS provides such services as a result of detariffing or deregulation. However, to the extent that any of these referenced documents may conflict with this Agreement, this Agreement shall prevail.

3.5.2 Nothing in this Agreement shall preclude Sprint from purchasing any facilities under any effective AT&T ILLINOIS tariff/service offering for use as Interconnection Facilities under this Agreement.

3.5.3 Tariff Changes:

3.5.3.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to Sprint and AT&T ILLINOIS within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

3.5.3.2 Where any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

3.5.3.3 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T ILLINOIS, as such tariffs may be modified from time to time.

3.6 Conflict in Provisions:

3.6.1 If any definitions, terms or conditions in any given Attachment, Exhibit, Schedule or Addenda differ from those contained in the General Terms and Conditions of this Agreement, those definitions, terms or conditions will supersede those contained in the General Terms and Conditions of this Agreement, but only in regard to the services or activities listed in that particular Attachment, Exhibit, Schedule or Addenda.

3.7 Joint Work Product:

3.7.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

3.7.2 If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with Applicable Law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in this Agreement. The Parties negotiated the terms and conditions of this Agreement for Interconnection products and/or services as a total arrangement and it is intended to be non-severable.

3.8 Incorporation by Reference:

3.8.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all Attachments, and/or Schedules hereto) and every Interconnection product and/or service provided hereunder, are subject to all other Provisions contained in this Agreement and all such Provisions are integrally related.

3.9 Non-Voluntary Provisions:

3.9.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated and/or agreed to by the Parties, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively "Non-Voluntary Arrangement(s)"). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Parties agree to follow the Intervening Law process outlined in Section 21.0 below.

3.9.2 Except as otherwise required by law or regulatory action, the Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement.

3.10 State-Specific Rates, Terms and Conditions:

3.10.1 For ease of administration, this Agreement contains certain specified rates, terms and conditions which apply only in the designated state ("State-Specific terms").

3.10.2 State-specific terms, as the phrase is described in Section 3.10.1 above, have been negotiated (or in the case of Section 3.9.2 above, included in the agreement per state requirement) by the Parties only as to the state where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

3.11 Scope of Obligations:

3.11.1 This Agreement sets forth the rights and obligations of the Parties with respect to the implementation of their respective duties under Sections 251 and 252 of the Act and applicable FCC regulations.

3.11.2 This Agreement may be used by either Party to exchange Telecommunications Service. In addition, a Party that uses Interconnection pursuant to this Agreement to exchange Telecommunications Services has the right set forth in the FCC 47 CFR 51.100(b).

3.11.2.1 This Agreement is solely for the exchange of, and applies only to, Authorized Services traffic that either (a) is delivered by AT&T ILLINOIS to Sprint's wireless network for termination by Sprint to its End Users; or (b) originates through wireless transmitting and receiving facilities and that Sprint delivers to AT&T ILLINOIS. For purposes of subsection (b) above, CMRS traffic that is originated by a Sprint End User will be deemed to be originated through wireless transmitting and receiving facilities.

3.11.2.1.1 If Sprint informs AT&T ILLINOIS during the term of the Agreement that Sprint wishes to deliver to AT&T ILLINOIS traffic that does not satisfy the limitations in subsection 3.11.2.1(b) above, including non-CMRS VoIP, the Parties will negotiate and implement an amendment to the Agreement regarding such traffic, with said amendment to include appropriate provisions for compensation and billing for such traffic and such additional provisions as are appropriate to accommodate Sprint's delivery of such traffic to AT&T ILLINOIS. If the Parties do not agree on an amendment, Sprint may seek resolution of the matter by invoking Dispute Resolution pursuant to Section 12 of the General Terms and Conditions. AT&T ILLINOIS may contend in any Formal Dispute Resolution proceeding that such amendment should include provisions for separate trunking and/or facilities for landline-originated traffic. Sprint, does not agree with that contention and does not waive its right to oppose that contention, but acknowledges that AT&T ILLINOIS has not waived its right to assert such a contention, either by agreeing to this Section 3.11.2.1.1 or by any other action or inaction.

3.11.2.2 All traffic that Sprint delivers to AT&T ILLINOIS pursuant to this Agreement will be delivered in TDM format.

3.11.2.2.1 This Agreement does not provide for IP-to-IP interconnection. (See section 3.11.2.2.). AT&T ILLINOIS maintains (and Sprint acknowledges that AT&T ILLINOIS maintains) that the interconnection duties imposed by the 1996 Act do not encompass IP-to-IP interconnection and that the Commission is without authority to establish terms for IP-to-IP interconnection. Sprint maintains (and AT&T ILLINOIS acknowledges that Sprint maintains) that the interconnection duties imposed by the 1996 Act encompass IP-to-IP interconnection and that the Commission has authority to establish terms for IP-to-IP interconnection. The Parties have included the following section 3.11.2.2.2 in this Agreement based upon, and conditioned on Commission recognition of, their agreement that inclusion of section 3.11.2.2.2 in the Agreement neither waives nor in any way derogates from either Party's position as set forth in this section 3.11.2.2.1.

3.11.2.2.2 After the Effective Date, Sprint may propose to AT&T ILLINOIS that the Parties amend the Agreement to provide for IP-to-IP interconnection (and/or to permit Sprint to deliver traffic to AT&T ILLINOIS in IP format rather than in TDM format). If, after Sprint makes such a proposal, the parties do not agree on an amendment, or that there shall be no amendment, Sprint may seek resolution of the matter by invoking Dispute Resolution pursuant to Section 12 of the General Terms and Conditions, and the Commission shall be the forum for any Formal Dispute Resolution. AT&T ILLINOIS may contend in any Formal Dispute Resolution proceeding that the interconnection duties imposed by the 1996 Act, including but not limited to section 251(c)(2) thereof, do not govern IP-to-IP interconnection and that the Commission is without authority to establish terms and conditions for IP-to-IP interconnection for inclusion in a section 251/252 interconnection agreement. Sprint, does not agree with that contention and does not waive its right to

oppose that contention, but acknowledges that AT&T ILLINOIS has not waived its right to assert such a contention, either by agreeing to this Section 3.11.2.2.2 or by any other action or inaction.

3.11.3 Subject to sections 3.11.2.1 and 3.11.2.2, either Party may, pursuant to this Agreement, deliver to the other Party traffic that was in internet protocol format at some point prior to delivery.

3.11.4 This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers that use numbering resources acquired by Sprint from NANPA or the Number Pooling Administrator ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party Provider subscriber and either (i) terminates upon the AT&T ILLINOIS network or (ii) is transited by the AT&T ILLINOIS network to a Third Party, and (b) as AT&T ILLINOIS' traffic when it originates upon AT&T ILLINOIS' network and is delivered to Sprint's network for termination. Although not anticipated at this time, if Sprint provides wholesale services to a Sprint Third Party Provider that is a WSP and does not include Sprint providing the NPA-NXX that is assigned to the subscriber, Sprint will notify AT&T ILLINOIS in writing of any Third Party Provider NPA-NXX number blocks that are part of such wholesale arrangement.

3.12 Affiliates and Network Managers:

3.12.1 Nothing in this Agreement shall prohibit Sprint from enlarging its wireless network through the use of a Sprint Affiliate or management contracts with non-Affiliate third parties (hereinafter "Network Manager(s)") for the construction and operation of a wireless system under a Sprint or Sprint Affiliate license. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates on such extended network and either (i) terminates upon the AT&T ILLINOIS network or (ii) is transited by the AT&T ILLINOIS network to a Third Party, and (b) as AT&T ILLINOIS traffic when it originates upon AT&T ILLINOIS' network and terminates upon such extended network. All billing for or related to such traffic and for the interconnection facilities provisioned under this Agreement by AT&T ILLINOIS to Sprint for use by a Sprint Affiliate or Network Managers under a Sprint or Sprint-Affiliate license will (a) be in the name of Sprint, (b) identify the Sprint Affiliate or Network Manager as applicable, and (c) be subject to the terms and conditions of this Agreement; and, Sprint will remain liable for all such billing hereunder. To expedite timely payment, absent written notice to the contrary from Sprint, AT&T ILLINOIS shall directly bill the Sprint Affiliate or Network Manager that orders interconnection facilities for all charges under this Agreement associated with both the interconnection facilities and the exchange of traffic over such facilities.

3.12.2 A Sprint Affiliate or Network Manager identified in Exhibit A may purchase on behalf of Sprint, services offered to Sprint in this Agreement at the same rates, terms and conditions that such services are offered to Sprint provided that such services should only be purchased to provide Authorized Services under this Agreement by Sprint, Sprint's Affiliate and its Network Managers. Notwithstanding that AT&T ILLINOIS agrees to bill a Sprint Affiliate or Network Manager directly for such services in order to expedite timely billing and payment from a Sprint Affiliate or Network Manager, Sprint shall remain fully responsible under this Agreement for all services ordered by the Sprint Affiliate or Network Manager under this Agreement.

3.12.3 Upon Sprint's providing AT&T ILLINOIS a ten-day (10) day written notice requesting an amendment to Exhibit A to add or delete a Sprint Affiliate or Network Manager, the parties shall cause an amendment to be made to this Agreement within no more than an additional thirty (30) days from the date of such notice to effect the requested additions or deletions to Exhibit A.

4.0 Notice of Changes - Section 251(c)(5)

4.1 Nothing in this Agreement 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 may be amended from time to time (the "Network Disclosure Rules").

5.0 Responsibilities of the Parties

5.1 Each Party is individually responsible to provide non-Interconnection Facilities within its network that are necessary for routing, transporting, and billing traffic that is exchanged subject to this Agreement, and to deliver such traffic to its applicable destination or delivery point. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

5.3 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

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

6.0 Insurance

6.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits which may be met through self insurance, and any additional insurance and/or bonds required by Applicable Law:

6.1.1 With respect to each Party's performance under this Agreement, and in addition to its obligation to indemnify, each Party shall at its sole cost and expense:

6.1.1.1 maintain the insurance coverage and limits required by this Section 6.0 and any additional insurance and/or bonds required by law:

6.1.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;

6.1.1.1.2 with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement;

6.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 6.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter:

6.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, a Party may procure insurance from the state fund of the state where work is to be performed; and

6.1.1.4 deliver to the other Party certificates of insurance stating the types of insurance and policy limits. A Party shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, in coverage, terms, or limits to the other Party. If either Party becomes aware of a no-renewal of its policy or a reduction in coverage, it will provide thirty (30) days advance written notice of such. Such certificates shall be delivered:

6.1.1.4.1 prior to execution of this Agreement and prior to commencement of any work;

6.1.1.4.2 prior to expiration of any insurance policy required in this Section 6.0; and

6.1.1.4.3 for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.

6.1.2 The Parties agree:

6.1.2.1 the failure of a Party to demand such certificate of insurance or failure of a Party to identify a deficiency will not be construed as a waiver of a Party's obligation to maintain the insurance required under this Agreement;

6.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect a Party, nor be deemed as a limitation on a Party's liability to the other Party in this Agreement;

6.1.2.3 a Party may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

6.1.2.4 the insuring Party is responsible for any deductible or self-insured retention.

6.2 The insurance coverage required by this Section 6.0 includes:

6.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

6.2.1.1 $500,000 for Bodily Injury – each accident; and

6.2.1.2 $500,000 for Bodily Injury by disease – policy limits; and

6.2.1.3 $500,000 for Bodily Injury by disease – each employee.

6.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of the other Party, its Affiliates, and their directors, officers and employees.

6.2.2 In the states where Workers' Compensation insurance is a monopolistic state-run system, a Party shall add Stop Gap Employers Liability with limits not less than $500,000 each accident or disease.

6.2.3 Commercial General Liability insurance written on Insurance Service Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

6.2.3.1 $2,000,000 General Aggregate limit; and

6.2.3.2 $2,000,000 Products/Completed Operations Aggregate Limit; and

6.2.3.3 $1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and

6.2.3.4 $1,000,000 each occurrence limit for Personal Injury and Advertising Injury.

6.2.4 The Commercial General Liability insurance policy must include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. Each Party shall also provide a copy of the Additional Insured endorsement to the other Party via the Notices provisions in General Terms and Conditions. The required endorsements shall be considered to be provided if posted on a website viewable by AT&T ILLINOIS. The Additional Insured endorsement may either be specific to the other Party or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of the other Party its Affiliates, and their directors, officers and employees, and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by each Party.

6.2.5 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal

injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for Collocators who collocate on AT&T ILLINOIS' premises with limits of at least:

6.2.5.1 $10,000,000 General Aggregate limit; and

6.2.5.2 $5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and

6.2.5.3 $5,000,000 each occurrence limit for Personal Injury and Advertising Injury; and

6.2.5.4 $10,000,000 Products/Completed Operations Aggregate limit; and

6.2.5.5 $2,000,000 Damage to Premises Rented to You (Fire Legal Liability).

6.2.6 The Commercial General Liability insurance policy must:

6.2.6.1 include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. To the extent Sprint collocates on AT&T ILLINOIS' premises, Sprint shall also provide a copy of the Additional Insured endorsement to AT&T ILLINOIS via the Notices provisions in General Terms and Conditions. The required endorsements shall be considered to be provided if posted on a website viewable by AT&T ILLINOIS. The Additional Insured endorsement may either be specific to the other Party or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of the other Party, its Affiliates, and their directors, officers and employees; and

6.2.6.2 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T ILLINOIS.

6.2.7 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 ILLINOIS 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 ILLINOIS, and AT&T ILLINOIS may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T ILLINOIS will invoice Collocator for the costs incurred to so acquire insurance, but only for the period of non-compliance.

6.2.8 The Collocator shall also require all of AT&T ILLINOIS Approved Installation Suppliers ("AIS") who may enter the Eligible Structure for the performance of work on their behalf to maintain the same insurance requirements.

6.2.9 The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

6.3 Business Automobile Liability insurance with limits of at least:

6.3.1 $1,000,000 combined single limit each accident for bodily injury and property damage combined, extending to all owned, hired, and non-owned vehicles.

6.4 If either Party chooses self insurance, requirements as shown in this Section 6.0, the following applies:

6.4.1 Workers' Compensation

6.4.1.1 provide a copy of the Certificate of Authority to Self Insure Workers' Compensation obligations issued by the state in which the operations are to be performed or the employer's state of hire; and,

6.4.1.2 provide a copy of the Certificate of Authority annually for the term of this Agreement; and,

6.4.1.3 obtain Workers' Compensation and Employers' Liability insurance immediately if the state rescinds the Certificate of Authority.

6.4.1.4 The option to self-insure Workers' Compensation and Employers' Liability is specific to Sprint and does not extend to subcontractors Sprint may hire.

6.4.2 Commercial General Liability

6.4.2.1 provide a copy of the most recent audited financial statements with an unqualified opinion from the auditor; or,

6.4.2.2 provide a current Dun & Bradstreet report with a composite credit appraisal score of "1" or "2"; or,

6.4.2.3 maintain a long-term unsecured issuer rating of BBB- from Standard & Poors or Baa from Moody's during the term of this Agreement; and,

6.4.2.4 maintain a net worth of a least then (10) times the amount of insurance required; and,

6.4.2.5 obtain Commercial General Liability insurance immediately if the party is unable to comply with the financial strength and size requirements in the section; and,

6.4.2.6 provide this information annually for the term of the Agreement.

6.4.2.7 If either party is a wholly-owned subsidiary of a publicly-traded company, the financial ratings of the publicly-traded company may be used to satisfy the requirements of this section.

6.4.3 Automobile Liability

6.4.3.1 provide a copy of the Certificate of Authority to Self Insure Automobile Liability obligations issued by the state in which the operations are to be performed; and,

6.4.3.2 provide a copy of the Certificate of Authority annually for the term of this Agreement; and,

6.4.3.3 obtain Automobile Liability insurance immediately if the state rescinds the Certificate of Authority to self-insure Automobile Liability obligations.

6.5 Proof of Insurance.

6.5.1 Both parties will provide proof of insurance upon request by the other Party and such proof may be provided via electronic mail, U.S. Mail, express delivery or via access to a web site provided via the Notices provisions in the General Terms and Conditions. Proof of insurance shall be provided promptly upon request and demonstrate all of the criteria for coverage outlined in Sections 6.1 and 6.2 above. To the extent Sprint collocates on AT&T ILLINOIS' premises, Sprint must provide proof of insurance upon execution, or the Effective Date of the Agreement, or request for collocation, whichever is later.

7.0 Assignment or Corporate Name Change

7.1 A Party may not assign or transfer this Agreement nor any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated Third Party without the prior written consent of the other Party. Any attempted assignment or transfer that is not permitted is void ab initio.

7.2 A Party may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written notice of such assignment or transfer to the other Party; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted herein is void ab initio.

7.3 Corporate Name Change and/or change in "d/b/a" only:

7.3.1 Any change in Sprint's corporate name including its d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only Sprint's name is changing, and which does not include a change to Sprint's OCN/ACNA, constitutes a Sprint Name Change under this Section. If Sprint, or Sprint's assignee or transferee, sends a service order requesting a Sprint Name Change, then Sprint, or Sprint's assignee or transferee, will incur a record order charge (in the amount specified for "Records Only" changes in AT&T ILLINOIS' Tariff FCC No. 2) for each change to Sprint's BAN(s).

7.3.2 If Sprint, or its assignee or transferee, requests a Sprint name change, the Parties agree to amend this Agreement to appropriately reflect the Sprint Name Change, including a change in d/b/a.

7.4 Company Code Change:

7.4.1 Any assignment or transfer of this Agreement by Sprint that is associated with the transfer or acquisition of "assets" provisioned under this Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing, constitutes a "Sprint Company Code Change" under this Section. For the purposes of this Section 7.4, "assets" means any interconnection function, facility, product or service provided under this Agreement. Sprint shall provide AT&T ILLINOIS with ninety (90) days advance written notice of any assignment or transfer associated with a Sprint Company Code Change and Sprint shall obtain AT&T ILLINOIS' consent, for such assignment or transfer. AT&T ILLINOIS shall not unreasonably withhold consent to such assignment or transfer. In addition, Sprint acknowledges that its assignee or transferee may be required to tender additional assurance of payment to AT&T ILLINOIS, pursuant to the terms of this Agreement.

7.4.2 For any Sprint Company Code Change Sprint's assignee or transferee must submit a service order to AT&T ILLINOIS, changing the OCN/ACNA for each circuit ID number, as applicable. Sprint's assignee or transferee shall pay the appropriate charges to AT&T ILLINOIS (in the amount specified for "Records Only" changes in AT&T ILLINOIS' Tariff FCC No. 2) for each service order submitted to accomplish a Sprint Company Code Change. In addition, Sprint's assignee or transferee shall pay any and all charges to AT&T ILLINOIS required for any needed re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, if Sprint has elected to collocate with AT&T ILLINOIS.

8.0 Effective Date, Term and Termination

8.1 Effective Date:

8.1.1 The Effective Date of this Agreement shall be (a) ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act, or (b) the effective date as expressly ordered by the Commission or, (c) absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

8.2 Term:

8.2.1 The initial term of this Agreement is three years from the Effective Date (the "Initial Term"). Subject to subsections 8.3 and 8.4 below, upon expiration of the Initial Term, the Agreement shall automatically renew on a month-to-month basis (each a "Month to Month Renewal Term").

8.3 Termination for Non-Performance or Breach:

8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement, in the event that:

8.3.1.1 the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within sixty (60) calendar days after written notice thereof; or.

8.3.1.2 at any time during the term of this Agreement, AT&T ILLINOIS is unable to contact Sprint pursuant to the notices provision hereof or any other contact information provided by Sprint under this Agreement, and there are no active services being provisioned under this Agreement.

8.3.1.3 For the purpose of a termination under this section 8.3.1, a Billing Dispute shall not be considered a material breach of the Agreement.

8.4 Termination of Agreement after Initial Term Expiration:

8.4.1 Where Sprint has no End Users or is no longer purchasing any services under this Agreement, Sprint may terminate the Agreement by providing "notice of termination" to AT&T ILLINOIS at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival Section of this GTC.

8.4.2 If at any time within one hundred eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "notice of termination", the Party who receives such notice shall have thirty (30) calendar days to provide the noticing Party with written confirmation, indicating whether the Party who receives notice wishes to pursue a successor agreement or terminate the Agreement. When a Party receives notice of termination from the other Party, the Party who receives such notice shall identify the action to be taken. If a Party wishes to pursue a successor agreement it shall include with its written confirmation or notice of termination, a written request to commence negotiations under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of a Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.

8.4.3 If Sprint elects to terminate the Agreement pursuant to the foregoing communications or neglects to respond to AT&T ILLINOIS' Notice, the Agreement shall terminate upon expiration of the Initial Term or ninety (90) days after the date of the notice, whichever is later, unless the Parties agree otherwise.

8.4.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission, this Agreement shall continue in full force and effect until a successor agreement becomes effective between the Parties. Except as specifically permitted by this Agreement, neither Party shall refuse to provide services to the other Party during negotiations or arbitration of a successor agreement or the transition from this Agreement to a successor agreement.

8.4.5 If negotiations do not result in a negotiated successor agreement, and neither Party files for arbitration within the statutory clock established in the Act under Section 252 (or, a mutually agreed extension thereof), then the Agreement shall continue on its Month-to Month Renewal Term basis unless, subject to termination in accordance with Section 8.3 or, either Party sending any subsequent, timely Notice to re-negotiate or terminate the Agreement as provided in Sections 8.4.2.

8.4.6 The terms of any successor agreement shall be effective as of the effective date stated in such successor agreement and shall not be applied retroactively unless the Parties agree otherwise.

9.0 Assurance of Payment

9.1 Upon request by the Billing Party, the Billed Party will provide the Billing Party with the Billing Party's Credit Profile form and provide information to the Billing Party regarding the Billed Party's credit and financial condition.

9.2 Assurance of payment may be requested by the Billing Party:

9.2.1 If based on the Billing Party's analysis of the Billed Party's Credit Profile and other relevant information regarding the Billed Party's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of the Billed Party. Such impairment will be determined from information available from Third Party financial sources; or

9.2.2 The Billed Party fails to timely pay a bill rendered by the Billing Party (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Sprint has complied with all requirements set forth in Section 11.3 below); and/or

9.2.3 INTENTIONALLY LEFT BLANK.

9.2.4 When the Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

9.3 If the Billing Party requires the Billed Party to provide a security deposit, the Billed Party shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of the Billing Party's request, as applicable. Deposit request notices will be sent via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in the Billing Party's applicable tariff.

9.4 Unless otherwise agreed by the Parties, the assurance of payment will consist of:

9.4.1 a Cash Deposit; or

9.4.2 a Letter of Credit; or

9.4.3 a Surety Bond.

9.5 The Cash Deposit Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by the Billing Party, for the Interconnection product and/or services, and Collocation or any other functions, facilities, products and/or services to be furnished by the Billing Party under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if the Billed Party has received service from the Billing Party during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Party has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, the Parties shall agree on a level of estimated billings based on all relevant information.

9.6 To the extent that the Billing Party elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

9.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the Billing Party's applicable state tariff. The Billing Party will not pay interest on a Letter of Credit or a Surety Bond.

9.8 The Billing Party may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:

9.8.1 the Billed Party owes the Billing Party undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

9.8.2 the Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or

9.8.3 the expiration or termination of this Agreement.

9.9 If the Billing Party draws on the Letter of Credit or Cash Deposit, upon request by the Billing Party, the Billed Party will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 9.4 above.

9.10 Notwithstanding anything else set forth in this Agreement, if the Billing Party makes a request for assurance of payment in accordance with the terms of this Section 9.0 then the Billing Party shall have no obligation thereafter to perform under this Agreement until such time as the Billed Party has furnished the Billing Party with the assurance of payment requested; provided, however, that the Billing Party will permit the Billed Party a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking charges as set forth in this Section 9.0.

9.11 In the event the Billed Party fails to provide the Billing Party with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to the Billed Party may be suspended, discontinued or terminated in accordance with the terms of this Section. Upon termination of services, the Billing Party shall apply any security deposit to the Billed Party's final bill for its account(s). If the Billed Party fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, the Billing Party may also invoke the provisions set forth in Section 12.0 below.

9.12 A Cash Deposit held by the Billing Party shall be returned to the Billed Party if the following conditions have been met:

9.12.1 If during the course of this Agreement the Billed Party paying a Deposit establishes a minimum of twelve (12) consecutive months good payment history with the Billing Party, the Billing Party holding the Deposit shall return the Deposit, with interest, unless the Billing Party may otherwise request a deposit under Section 9.2 of this Agreement. In determining whether a Billed Party has established a minimum of twelve (12) consecutive

months good payment history, the Billed Party's payment record for the most recent twelve (12) monthly billing shall be considered; and

9.12.2 There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about the Billed Party that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.

9.13 The fact that a Cash Deposit or Letter of Credit is requested by the Billing Party shall in no way relieve the Billed Party from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

9.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by the Billed Party as security under this Agreement, the Billed Party shall renew such Letter of Credit or provide the Billing Party with evidence that the Billed Party has obtained a suitable replacement for the Letter of Credit. If the Billed Party fails to comply with the foregoing, the Billing Party shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for the Billed Party accounts(s). If the Billed Party provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, the Billed Party shall renew the Surety Bond or provide the Billing Party with evidence that the Billed Party has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If the Billed Party fails to comply with the foregoing, the Billing Party shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for the Billed Party's account(s). If the credit rating of any bonding company that has provided the Billed Party with a Surety Bond provided as security hereunder has fallen below "B", the Billing Party will provide written notice to the Billed Party that the Billed Party must provide a replacement bond or other suitable security within fifteen (15) calendar days of the Billing Party's written notice. If the Billed Party fails to comply with the foregoing, the Billing Party shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for the Billed Party's account(s). Notwithstanding anything contained in this Agreement to the contrary, the Billing Party shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by the Billed Party as security hereunder if the Billed Party defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

10.0 Billing and Payment of Charges

10.1 Unless otherwise stated, each Party will render monthly bill(s) and, subject to Section 10.8, remittance in full by the Bill Due Date, to the other Party for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.

10.2 Invoices:

10.2.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF).

10.2.2 Parties agree that each will perform the necessary call recording and rating for its respective portions of a Completed Call in order to invoice the other Party.

10.2.3 Invoices between the Parties shall include, but not be limited to the following pertinent information:

Identification of the monthly bill period (from and through dates)

Current charges

Past due balance

Adjustments

Credits

Late payment charges

Payments

Contact telephone number for billing inquiries

10.2.4 The Parties will provide a remittance document with each paper invoice identifying:

Remittance address

Invoice number and/or billing account number

Summary of charges

Amount due

Payment Due Date (at least thirty (30) days from the invoice date)

10.2.5 Invoices between the Parties will be provided in mechanized format and will be the primary bill, unless a paper format is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.

10.2.6 Each Party will invoice the other Party for traffic exchanged pursuant to this Agreement, based on the terminating location of the call. Sprint will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between AT&T ILLINOIS and Sprint takes place as well as summarize the number of calls, Conversation MOUs and rate for each terminating office and the 'to and from' usage period by month, date and year. Unless mutually agreed otherwise, the Parties will continue to follow the currently established process whereby the Billing Party does provide certain data to the Billed Party. The provision of this data is limited to the Billing Party's: bill date, and the state specific Operating Company Number (OCN), BAN, bill type, tariff Juris_ind, service ID, rate element name, billed rate, billed quantity, billed amount, Other Charges and Credits (OCC) and/or adjustment, direction (Originating and/or Terminating) data. The Billing Party will provide the foregoing data by way of an electronic mail address provided by the Billed Party. AT&T ILLINOIS will display the CLLI codes(s) associated with the End Office Switch/Tandem Office Switch, based on the terminating location of the call as well as summarize the number of calls, Conversation MOUs and rate for each terminating office and the to and from usage period by month, date and year.

10.2.7 There will be no netting or offsetting by the Billed Party of any amount billed against any other amount owed by one Party to the other.

10.3 Late payment charges shall be applied if (1) a Billed Party fails to remit payment for any charges by the Bill Due Date, or (2) payment for any portion of the undisputed charges is received from Billed Party after the Bill Due Date, or (3) payment for any portion of the undisputed charges is received in funds which are not immediately available or received by Billing Party as of the Bill Due Date, or (4) the Billed Party does not submit the Remittance Information required by Section 10.5 of the General Terms and Conditions. Provided however, that unless the Parties otherwise agree, after a Billing Dispute is resolved, the Billing Party will credit the Billed Party with a percentage of late payment charges that were assessed on the Disputed Amount equal to the percentage of the Disputed Amount, if any, on which the Billed Party prevailed. The late payment charge shall be at the rate as set forth in the AT&T ILLINOIS intrastate access services tariff, or, if no late payment charge is provided for in the AT&T ILLINOIS intrastate tariff, then, the Billed Party will pay interest on any undisputed amounts not paid when due, from the date such amounts were due, at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made. In addition to any applicable late payment charge and/or interest charges, the Billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law.

10.4 Billing invoices must be received by the Billed Party within ten (10) Business Days of the invoice date. For invoices not received within ten (10) Business Days of the invoice date, the Bill Due Date will be extended by one day for each day after the 10th Business Day. Late payment charges will be applied when payment is not received by the Bill Due Date. Where late payment charges are included on a bill even though bill was paid by the Bill Due Date, upon the Billed Party's request, the Billing Party will remove such late payment charges.

10.5 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by Billing Party. If the Remittance Information is not

received with payment, Billing Party will be unable to apply amounts paid to the Billed Party's accounts. In such event, the Billing Party shall hold such funds until the Remittance Information is received.

10.6 The Parties shall make all payments via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by each Party. Remittance Information for which payment is being made will be communicated together with the funds transfer via the ACH network. The Parties will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each Party is responsible for its payments and is not liable for any delays in receipt of funds or errors in entries caused by Third Parties, including the Party's financial institution. Each Party is responsible for its own banking fees.

10.7 Prior to establishing EFT, Sprint will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on the AT&T Prime Access website. This form provides AT&T ILLINOIS with Sprint's set up and contract information for electronic payments. AT&T ILLINOIS banking information will be provided by AT&T ILLINOIS Treasury & Remittance Operations on AT&T ILLINOIS approved forms after Sprint's completed ECF11 form is received, testing has completed and certification confirmed. As of the Effective Date of this Agreement, the Parties have already established the EFT arrangements required by this Section.

10.8 If Unpaid Charges are subject to a Billing Dispute between the Parties, the Billed Party must, by the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 12.4 below. The Disputing Party should utilize the preferred form or method provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Disputing Party must pay all undisputed amounts to the Billing Party

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10.11 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 12.0, below.

10.12 If a Party disputes any charges, upon resolution of such dispute, the Parties will cooperate to ensure that the following actions are completed:

10.12.1 the Billing Party will credit the invoice of the Billed Party for that portion of the Disputed Amounts resolved in favor of the Billed Party, together with any late payment charges assessed with respect thereto no later than the next available invoice cycle after resolution of the dispute; and

10.12.2 the portion of the Disputed Amounts resolved in favor of the Billing Party will be paid to the Billing Party, together with any late payment charges assessed with respect thereto no later than the next available invoice cycle after the resolution of the dispute.

10.13 Each Party will notify the other at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing format changes that may impact the Billed Party's ability to validate and pay the Billing Party's invoices. At that time a sample of the new invoice will be provided so that each Party has time to program for any changes that may impact validation and payment of the invoices. If the specified length of notice is not provided regarding a billing change and such change impacts the Billed Party's ability to validate and timely pay the Billing Party's invoices, then the affected invoices will be held and not subject to any late payment charges, until at least ninety (90) calendar days have passed from the time of receipt of the changed bill.

11.0 Nonpayment and Procedures for Disconnection

11.1 Failure to make payment as required by Section 10.8 will be grounds for disconnection of Interconnection products and/or services furnished under this Agreement for which payment was required. If a Party fails to make such payment, the Billing Party may send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges, excluding Disputed Amounts, to the Billing Party within thirty-five (35) calendar days of the Discontinuance Notice.

11.2 At the same time that it provides a Discontinuance Notice, AT&T ILLINOIS will provide a copy of said notice to the Commission. The notice to the Commission will be captioned "Emergency Notice," and will be simultaneously provided

to both the Commission's Office of the Executive Director and the Commission's Director of Policy, Public Utilities Bureau.

11.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than thirty-five (35) calendar days following receipt of the Billing Party's Discontinuance Notice:

11.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 12.4 below of this Agreement, together with the reasons for its dispute; and

11.3.2 pay all undisputed Unpaid Charges to the Billing Party.

11.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the dispute resolution provision set forth in Section 12.0 below.

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11.9 Limitation on Back-billing; Exceptions to Limitation for Certain Situations:

11.9.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:

11.9.1.1 Back-bill for any charges for services provided pursuant to this Agreement that are found to be unbilled, or under-billed, but only when such charges appeared or should have appeared on a bill dated within the nine (9) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing. The Parties agree that the nine (9) month limitation on back-billing set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the nine (9) month period for any back-billing may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Provided, however, that if a right to charge, or to charge a particular amount, for an interconnection product or service is conferred by an FCC or Commission Order, the nine-month limitation set forth in this section 11.9.1.1 shall not prohibit either Party from rendering bills including such charges for a longer time period to the extent the FCC or Commission Order conferring the right expressly permits such a longer time period.

11.9.1.2 Back-billing as limited above, will apply to all Interconnection products and/or services purchased under this Agreement.

12.0 Dispute Resolution

12.1 Finality of Disputes:

12.1.1 Except as otherwise specifically provided for in this Agreement, no Claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

12.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the fifteen (15) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

12.2 Alternative to Litigation:

12.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation to the extent possible. Accordingly, the Parties agree to use the following dispute resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.

12.3 Commencing Dispute Resolution:

12.3.1 Dispute resolution shall commence upon one Party's receipt of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach ("Dispute Notice"). No Party may pursue any Claim unless such Dispute Notice has first been given to the other Party. Dispute resolution includes one or more of the following processes:

12.3.1.1 Billing Dispute resolution;

12.3.1.2 Informal dispute resolution; and

12.3.1.3 Formal dispute resolution, each of which is described below.

12.4 Billing Dispute Resolution

12.4.1 The following dispute resolution procedures will apply with respect to any Billing Dispute arising out of or relating to the Agreement. Written notice sent to Billing Party for Disputed Amounts must be made on the Billing Party's billing claims dispute form.

12.4.1.1 If the written notice given pursuant to this Section 12.4.1 above discloses that the dispute relates to billing, then the procedures set forth in Section 11.3 shall be used.

12.4.1.2 For a dispute submitted by the Billed Party, the dispute shall first be processed by the appropriate service center for resolution.

12.4.1.3 In order to resolve a Billing Dispute, the Disputing Party shall furnish the other Party written notice of:

12.4.1.3.1 the date of the bill in question;

12.4.1.3.2 the account number or other identification (i.e., ESBA/ASBS or BAN number) of the bill in question;

12.4.1.3.3 telephone number, circuit ID number or trunk number in question if applicable;

12.4.1.3.4 any USOC or other descriptive information relating to the item in question; if applicable;

12.4.1.3.5 amount billed;

12.4.1.3.6 amount in dispute; and

12.4.1.3.7 the reason that the Disputing Party disputes the billed amount.

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12.4.3 The Parties shall attempt to resolve Billing Disputes within sixty (60) days of the Billing Party's receipt of notice of the Billing Dispute.

12.4.4 If the Parties are not able to resolve a Billing Dispute at the service center level within 60 days, either Party may inform the other Party by letter that it is invoking the informal dispute resolution provisions of this Agreement.

12.5 Informal Dispute Resolution:

12.5.1 If the Parties are unable to resolve a dispute after the Dispute Notice has been provided by the other Party pursuant to Section 12.3 above or for Billing Disputes in Section 12.4.4 above, either Party may invoke the Informal Dispute Resolution procedures under this Section 12.5.1 by providing a subsequent written notice ("Informal Dispute Notice"). Upon receipt of the Informal Dispute Notice, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the dispute. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents

identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.6 Formal Dispute Resolution:

12.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 12.5 above, then either Party may invoke the formal dispute resolution procedures described in this Section 12.6. Unless agreed among all Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the Informal Dispute Notice under Section 12.5.1 above.

12.6.2 Claims Subject to Elective Commercial Arbitration:

12.6.2.1 Claims will be subject to elective commercial arbitration pursuant to Section 12.7 below if, and only if, the Claim is not settled through informal dispute resolution and both Parties agree to commercial arbitration. If both Parties do not agree to commercial arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

12.6.3 Other Claims Not Subject to Arbitration:

12.6.3.1 If the following Claims are not resolved through informal dispute resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

12.6.3.1.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

12.6.3.1.2 Actions to compel compliance with the dispute resolution process.

12.6.3.1.3 All Claims arising under federal or state statute(s), including antitrust Claims.

12.6.3.2 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, then if the aggrieved Party elects to pursue such dispute, the aggrieved Party may petition the FCC or Commission for a resolution of the dispute. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement and shall continue to provide all services and payments as prior to the dispute provided, however, that neither Party shall be required to act in any unlawful fashion. If the issue is as to how or whether to perform an obligation, the Parties shall continue to operate under the Agreement as they were at the time the dispute arose. This provision shall not preclude the Parties from seeking other legal remedies. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12.6.3.3 Except where there is an immediate threat to the aggrieved Party's network or the provision of service to the aggrieved Party's customers, the aggrieved Party shall provide thirty (30) days advance Notice to the other Party before seeking resolution as set forth in Section 12.6.3.2.

12.6.3.4 The foregoing notwithstanding, except to the extent the Commission is authorized to grant temporary equitable relief with respect to a dispute arising as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, this Section shall not prevent either Party from seeking any temporary equitable relief, including a temporary restraining order, in a court of competent jurisdiction.

12.7 Commercial Arbitration:

12.7.1 Disputes subject to elective commercial arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Chicago, Illinois. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written

briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in Section 12.0 above may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

13.0 Audits

13.1 Subject to the restrictions set forth in Section 20.0 below and except as may be otherwise expressly provided in this Agreement, the Auditing Party may audit the Audited Party's books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the Service Start Date for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder.

13.2 The Parties also must mutually agree on a written scope of the audit and the billing and invoices to be audited prior to the initiation of the audit.

13.3 The audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit.

13.4 The Billing Party shall cooperate fully in any such audit, providing reasonable access to any and all appropriate Billing Party employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills. Each audit shall be conducted on the premises of the Audited Party during normal business hours.

13.5 Each Party shall maintain supporting reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twelve (12) months after creation thereof, unless a longer period is required by Applicable Law.

13.6 The Billing Party shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section 12-Dispute Resolution.

13.7 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

13.8 Upon (i) the discovery by a Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the overcharging Party shall promptly reimburse the other Party the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

13.9 This Section shall survive expiration or termination of this Agreement for a period of two (2) years after the expiration or termination of this Agreement.

14.0 Disclaimer of Representations and Warranties

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

15.0 Limitation of Liability

15.1 Unless expressly stated otherwise in this Agreement, the liability of AT&T ILLINOIS to Sprint resulting from any and all causes shall not exceed the amounts owing Sprint under the agreement in total.

15.2 Unless expressly stated otherwise in this Agreement, the liability of Sprint to AT&T ILLINOIS resulting from any and all causes shall not exceed the amounts owing AT&T ILLINOIS under the agreement in total.

15.3 Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the services and Network Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

15.4 Neither Party shall be liable to the other Party for Consequential Damages. Each Party hereby releases and holds harmless the other Party and such other Party's Affiliates, and its respective officers, directors, employees and agents from any such Loss for Consequential Damages. Nothing contained in this Section 15.0 shall limit a Party's liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property caused by a Party's negligent act or omission or that of its respective agents, subcontractors or employees, nor shall anything contained in this Section limits the parties' indemnification obligations as specified herein.

16.0 Indemnity

16.1 Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party ("a Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from Indemnitee or Indemnitee's customer's use of the services and Network Elements provided under this Agreement.

16.2 Indemnification Procedures:

16.2.1 Whenever the Indemnitee knows or should have known of a claim arising for indemnification under this Section 16.0, it shall promptly notify the Indemnifying Party of the claim in writing within 30 calendar days and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying

Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

17.0 Intellectual Property /License and Indemnification

17.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of Third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

17.2 Except at otherwise expressly provided in this Agreement, No patents, trademark, copyrights or other proprietary right is licensed or granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.1 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

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

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

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

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

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

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

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

18.0 Notices

18.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be:

18.1.1 delivered personally, delivered by express overnight delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested; or

18.1.2 delivered by facsimile; provided a Party has provided such information in Section 18.3 below.

18.2 Notices will be deemed given as of the earliest of:

18.2.1 the date of actual receipt; or

18.2.2 the next Business Day when sent via express delivery service; or

18.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service.

18.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	SPRINT CONTACT
NAME/TITLE	Manager Carrier Interconnection Management
STREET ADDRESS	Mailstop: KSOPHC0106-1B258 6240 Sprint Parkway
CITY, STATE, ZIP CODE	Overland Park, KS 66251
FACSIMILE NUMBER	N/A
PHONE NUMBER*	(913) 827-0251

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY,STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006

*Informational only and not to be considered as an official notice vehicle under this Section.

18.4 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with Section 18.0 above. Any notice to change the designated contact name, address, and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

18.5 AT&T ILLINOIS communicates official information to WSP's via its Accessible Letter, or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website inclusive of a variety of subjects including changes on business processes and policies, and other products/services related notices not requiring an amendment to this Agreement.

19.0 Publicity

19.1 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party intentionally mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

20.0 Confidentiality

20.1 It may be necessary for AT&T ILLINOIS and Sprint, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

20.2 Use and Protection, Ownership, Copying and Return of Information.

20.2.1 Recipient shall use Discloser's Information solely for the purpose(s) of performing this Agreement, including the enforcement thereof, and agrees to protect such Information provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except as authorized herein, or as otherwise authorized in writing by the Discloser.

20.2.2 Recipient will use the same standard of care to protect Discloser's Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Discloser's Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Discloser's Confidential Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Discloser's Information; and (c) have personally acknowledged the need to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.

20.2.3 Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Discloser's Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Discloser's Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Discloser's Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Discloser's Information has been returned or destroyed.

20.3 Exceptions

20.3.1 Recipient will not have an obligation to protect any portion of the Information which: (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser, provided that such source lawfully disclosed or independently developed such information; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

20.3.2 If Recipient is required to provide Discloser's Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Discloser's Information disclosed in response to a written court order, subpoena, regulation or process of law.

20.3.3 Recipient may also use Discloser's Information for the purposes of negotiation, arbitration or resolution of disputes arising out of this Agreement, or a request by a Sprint Affiliate to adopt this Agreement pursuant to Applicable Law. Nothing herein shall prohibit Recipient from providing Information requested by the FCC, a state regulatory agency, or court with jurisdiction over this Agreement.

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

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

20.4 Survival of Confidentiality Obligations: The Parties' rights and obligations under this Section shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

20.5 AT&T ILLINOIS shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from Sprint for purposes of soliciting or winning back Sprint's customers.

20.6 Sprint shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from AT&T ILLINOIS for purposes of soliciting or winning back AT&T ILLINOIS' customers.

20.7 Equitable Relief: Recipient acknowledges and agrees that any breach or threatened breach of this Section is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies pursuant to this Agreement.

21.0 Intervening Law

21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 18.0 above. With respect to any written notices hereunder, the Parties shall have sixty (60) days from the written notice to attempt to

reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the written notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

22.0 Governing Law

22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection products and/or services at issue are furnished or sought shall apply, without regard to that State's conflict of laws principles. The Parties submit to personal jurisdiction (as appropriate) in Chicago, Illinois.

23.0 Regulatory Approval

23.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to use its best efforts to obtain approval of this Agreement by the Commission or the FCC under Section 252 of the Act. In the event any Governmental Authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith make such revisions as may reasonably be required to achieve approval.

24.0 Law Enforcement

24.1 AT&T ILLINOIS and Sprint shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

24.1.1 Intercept Devices:

24.1.1.1 Local and federal law enforcement agencies periodically request information or assistance ("Requesting Authority") from a Telecommunications Carrier. When either Party receives a request ("Receiving Party") associated with an End User of the other Party and the Receiving Party does not provide the network end-office/loop switching functionality to such End User, the Receiving Party will promptly notify the Requesting Authority so that the Requesting Authority may redirect its request to the appropriate Party that provides such functionality. Notwithstanding the foregoing, a Receiving Party shall comply with any valid request of a Requesting Authority to attach a pen register, trap-and-trace or form of intercept on the Receiving Party's facilities.

24.1.2 Subpoenas:

24.1.2.1 If a Receiving Party receives a subpoena (or equivalent legal demand regardless of nomenclature, e.g., warrant) for information concerning an End User the Receiving Party knows to be an End User of the other Party and for whom the Receiving Party has no responsive information, the Receiving Party shall promptly notify the person or entity that caused issuance of such subpoena so that it may redirect its subpoena to the other Party.

24.1.3 Emergencies:

24.1.3.1 If a Receiving Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the Receiving Party's switch regarding an End User of the other Party, the Receiving Party will comply with a valid emergency request.

24.2 CALEA

24.2.1 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities, the Telecommunications Services and related information provided by each of the Parties, as required by law.

25.0 Relationship of the Parties/Independent Contractor

25.1 It is the intention of the Parties that each Party be an independent contractor and nothing contained herein shall constitute the Parties as joint ventures, partners, employees, or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

26.0 No Third Party Beneficiaries; Disclaimer of Agency

26.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, Claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

27.0 Responsibility for Environmental Contamination

27.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.

27.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T ILLINOIS shall, at Sprint's request, indemnify, defend, and hold harmless Sprint, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a Claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T ILLINOIS or any person acting on behalf of AT&T ILLINOIS, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T ILLINOIS or any person acting on behalf of AT&T ILLINOIS, or (iii) the presence at the work location of an Environmental Hazard for which AT&T ILLINOIS is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T ILLINOIS or any person acting on behalf of AT&T ILLINOIS.

27.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, Sprint shall, at AT&T ILLINOIS' request, indemnify, defend, and hold harmless AT&T ILLINOIS, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a Claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by Sprint or any person acting on behalf of Sprint, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by Sprint or any person acting on behalf of Sprint, or (iii) the presence at the work location of an Environmental Hazard for which Sprint is responsible under Applicable Law or a Hazardous Substance introduced into the work location by Sprint or any person acting on behalf of Sprint.

28.0 Force Majeure

28.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, riots, insurrections, explosion, terrorists acts, nuclear accidents, power blackouts, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

29.0 Taxes

29.1 Except as otherwise provided in this Section 29.0, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 29.0 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is assessed or collected by the respective Governmental Authority, provided, however, that the providing Party notifies the purchasing Party of such assessment or collection within the earlier of (i) sixty (60) days following the running of the applicable statute of limitations period for assessment or collection of such Tax, including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.

29.2 With respect to any purchase under this Agreement of products or services that are resold by the purchasing Party to a Third Party or used as a component part of or integrated into a product or service sold to a Third Party, if any Tax is imposed on or with respect to such sale by the purchasing Party, the purchasing Party shall pay or remit such Tax to the respective Governmental Authority. If the purchasing Party fails to pay or remit any Tax with respect to such sale by the purchasing Party as required by Applicable Law, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such Tax and any interest and penalties thereon.

29.3 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the providing Party shall have the right to bill, and the purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the purchasing Party to pursue a Claim for credit or refund of any such Tax pursuant to the provisions of this Section 29.0 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any Claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.

29.4 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 29.0 above, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the

providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a Claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 29.0 above not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a Claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the Claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 29.0 above, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts.

29.5 If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest.

29.6 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section above shall be sent in accordance with Section 18.0 above hereof.

29.7 The terms "resold" and "resale" as used in Sections 29.2 and 29.3 above are not used in the telecommunications sense of those terms.

30.0 Non Waiver

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

31.0 Expenses

31.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.

31.2 AT&T ILLINOIS and Sprint shall each be responsible for one-half (1/2) of expenses payable to a Commission for fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement.

32.0 Conflict of Interest

32.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

33.0 Survival

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

34.0 Bona Fide Request

34.1 Any request by Sprint for access to an Interconnection option, product or service that is not already available shall be treated as a Bona Fide Request and shall be submitted to AT&T ILLINOIS pursuant to the Bona Fide Request process set forth following.

34.2 A Bona Fide Request shall be submitted in writing by Sprint and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that AT&T ILLINOIS has sufficient information to analyze and prepare a response. Such a request also shall include Sprint's designation of the request as being (i) pursuant to the Act or (ii) pursuant to the needs of the business.

34.3 Although not expected to do so, Sprint may cancel, without penalty, a Bona Fide Request in writing at any time. AT&T ILLINOIS will then cease analysis of the request.

34.4 Within two (2) business days of its receipt, AT&T ILLINOIS shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

34.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, AT&T ILLINOIS shall provide to Sprint a preliminary analysis of the Bona Fide Request. The preliminary analysis will include AT&T ILLINOIS' proposed price (plus or minus 25 percent) and state whether AT&T ILLINOIS can meet Sprint's requirements, the requested availability date, or, if AT&T ILLINOIS cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why AT&T ILLINOIS is not able to meet Sprint's requested availability date. AT&T ILLINOIS also shall indicate in this analysis its agreement or disagreement with Sprint's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If AT&T ILLINOIS does not agree with Sprint's designation, it may utilize the procedures set forth in the General Terms and Conditions Sections of this Agreement. In no event, however, shall any such dispute delay AT&T ILLINOIS' processing of the request. If AT&T ILLINOIS determines that it is not able to provide Sprint with a preliminary analysis within thirty (30) days of AT&T ILLINOIS' receipt of a Bona Fide request, AT&T ILLINOIS will inform Sprint as soon as practicable. Sprint and AT&T ILLINOIS will then determine a mutually agreeable date for receipt of the preliminary analysis.

34.6 As soon as possible, but in no event more than ninety (90) days after receipt of the request, AT&T ILLINOIS shall provide Sprint with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.

34.7 Unless Sprint agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by Sprint.

34.8 Within thirty (30) days after receiving the firm Bona Fide Request quote from AT&T ILLINOIS, Sprint will notify AT&T ILLINOIS in writing of its acceptance or rejection of AT&T ILLINOIS' proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if AT&T ILLINOIS responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint deems the item essential to its business operations, and deems AT&T ILLINOIS' position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the dispute may be resolved pursuant to the dispute resolution provisions of this Agreement.

35.0 Amendments and Modifications

35.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties.

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

35.3 To the extent the BFR process set forth herein does not apply, upon delivery of written notice of at least thirty (30) days, either Party may request negotiations of the rates, prices and charges, terms, and conditions not now covered by this Agreement.

35.4 The Parties intend that any additional services agreed to by both Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

36.0 Authority

36.1 AT&T ILLINOIS represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. AT&T ILLINOIS represents and warrants that AT&T Services, Inc. has full power and authority to execute and deliver this Agreement as agent for AT&T ILLINOIS. AT&T ILLINOIS represents and warrants that it has full power and authority to perform its obligations hereunder.

36.2 Sprint represents and warrants that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

36.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

37.0 Counterparts

37.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

38.0 Remedies

38.1 In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance, where authorized under applicable law.

38.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

39.0 Entire Agreement

39.1 This Agreement and its Attachments, incorporated herein by reference, sets forth the entire Agreement and supersedes prior agreements between the Parties relating to the subject matter contained herein. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is subsequently set forth in writing and duly signed by the Parties.

SprintCom, Inc., WirelessCo. L.P. through their agent Sprint Spectrum L.P., NPCR, Inc. d/b/a Nextel Partners and Nextel West Corp.

eSigned - Paul W. Schieber

Signature: _____

Name: Paul W. Schieber
(Print or Type)

Title: Vice President, Access and Roaming Planning
(Print or Type)

Date: 18 Jul 2013

Illinois Bell Telephone Company d/b/a AT&T Illinois by AT&T Services, Inc., its authorized agent

eSigned - Kristen E. Shore

Signature: eSigned - Kristen E. Shore

Name: _____
(Print or Type)

Title: Director
(Print or Type)

Date: 18 Jul 2013

ATTACHMENT 02 - NETWORK INTERCONNECTION

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1.0 Introduction

1.1 This Attachment to the Agreement between the Parties sets forth rates, terms, and conditions under which the Parties shall provide interconnection with each other's networks for the transmission and routing of Authorized Services traffic.

1.2 Transition

1.2.1 If, as of the Effective Date of this Agreement, the Parties are interconnecting their networks through arrangements that utilize a Shared Facility Factor ("SFF"), the following provisions will apply:

1.2.1.1 AT&T ILLINOIS shall continue to bill Sprint by applying the SFF as set forth in the Pricing Sheet to the rates in the applicable interstate or intrastate Access Tariff until the Parties have converted any facilities currently subject to the SFF to the interconnection arrangements described in Sections 3.5 and 3.7 of this Attachment. Charges for the shared use of facilities will be apportioned between the Parties based on the SFF.

1.2.1.1.1 Either Party may submit to the other Party a reasonably accurate and complete traffic study, or any other reasonable estimate of its traffic, with supporting justification for such estimate, and/or other network information that is reasonable to rely upon ("Shared Facility Information") that the Parties will use to negotiate, in good faith, a different Sprint-specific Shared Facility Factor, with such Shared Facility Factor to represent each Party's share of the costs. The Shared Facility Information must be Sprint-specific and relate to Sprint's network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. Once the Parties agree upon a new Shared Facility Factor, the Parties will file an Amendment to this Agreement with the Commission to reflect such factor within thirty (30) days of reaching agreement on the new Shared Facility Factor. Renegotiation of the Sprint-specific Shared Facility Factor shall occur no more frequently than once every twenty-four (24) months. When a Party uses its own facilities (either through self-provisioning, or through the purchase of facilities from the other Party or from Third Parties) to deliver one-way IntraMTA Traffic from its network to the POI, such Party shall provide such facilities at its sole cost and expense. Notwithstanding the foregoing, if the Parties agree to deliver Third Party Traffic in addition to IntraMTA Traffic on a land-to-mobile one-way facility, then Sprint shall be responsible for a portion of the facility cost, based on the Shared Facility Factor listed in the Pricing Sheet.

1.2.1.1.2 Sprint reserves the right to refuse or discontinue the use of any shared facilities arrangement, regardless of who provides the facilities (i.e., one of the Parties or a Third-Party). Notwithstanding the foregoing, this provision does not negate any obligation either Party may have regarding such facilities, such as, but not limited to, financial obligations for agreed upon term and notice provisions.

1.2.1.2 Sprint may notify AT&T ILLINOIS in writing of Sprint's intent to transition a special access facility from the existing SFF arrangements. Within 30 days of such written notification, the Parties will meet as needed to develop a mutually agreed to transition plan. The Parties agree the transition shall not commence until the Parties have mutually agreed to a transition plan.

1.2.1.2.1 Sprint will submit the Access Service Requests ("ASR") to AT&T ILLINOIS to initiate the conversion of shared facilities, and Sprint shall bear all costs associated with the submission of the ASRs and associated non recurring charges as set forth in the Pricing Sheet.

1.2.1.2.2 Except by mutual agreement of the Parties, neither Party shall revert to the existing shared facilities arrangement once the transition is underway or after the transition is complete.

1.2.1.2.3 AT&T ILLINOIS will not be liable to Sprint for any delay or failure to complete the transition if Sprint does not fully cooperate with AT&T ILLINOIS during the transition process, or if Sprint does not take the actions that it needs to, as set forth in this Attachment 02, to accomplish the transition.

2.0 Network Interconnection Methods

2.1 Interconnection shall be provided at a level of quality equal to that which AT&T ILLINOIS provides to itself, to any Affiliates, or to any other Telecommunications Carrier. The Interconnection provided herein may not be used solely for the purpose of originating a Party's own InterMTA Traffic.

2.1.1 The Parties may utilize any method of Interconnection described in this Attachment. Unless otherwise specified in this Attachment, each Party is financially responsible for the provisioning of facilities on its side of the POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility to its side of the POI(s). The Parties agree to provide sufficient facilities for the trunk groups as set forth in Section 4.0 below for the exchange of traffic between Sprint and AT&T ILLINOIS.

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2.1.4 In the event that a Party deploys new switches after the Effective Date of the Agreement, such Party will provide reasonable advance notice of such change to the other Party, and the Parties will work cooperatively to accomplish all necessary network changes.

2.1.5 Subject to Section 2.1.8, Sprint and AT&T ILLINOIS will interconnect directly in each LATA in which they exchange Authorized Services traffic using Trunk Side terminations at voice grade, DS0 or DS1 level.

2.1.6 Sprint may designate the interconnection method from the following:

2.1.6.1 Leased Interconnection Facilities as described in Section 3.5, below.

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2.1.6.3 Physical/Virtual Collocation interconnection per the Collocation Attachment to this Agreement using Trunk Side terminations at voice grade, DS0 or DS1 level; or

2.1.6.4 Fiber Meet Point; or

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2.1.6.6 Any method resulting from a Sprint request made pursuant to the Bona Fide Request process set forth in the General Terms and Conditions; or

2.1.6.7 Any other method(s) mutually agreed to by the Parties.

2.1.7 Interconnection Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties, as described in Section 4.4 below.

2.1.8 Nothing in this Agreement shall be construed to prohibit Sprint from using indirect interconnection using the services of an intermediate carrier that is directly interconnected with each of the Parties' respective networks.

2.2 Point Of Interconnection ("POI") Options:

2.2.1 The location of the POI(s) will be as follows:

2.2.1.1 The Parties will interconnect their network facilities at a minimum of one Sprint designated POI on AT&T ILLINOIS' network in the LATA where the Parties exchange traffic.

2.2.1.2 The Parties agree that Sprint has the right to choose a single POI or multiple POIs.

2.2.1.3 When Sprint has established a single POI (or multiple POIs) in a LATA, Sprint agrees to establish an additional POI:

2.2.1.3.1 at an AT&T ILLINOIS TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T ILLINOIS TSA exceeds one (1) OC-12 at peak over three (3) consecutive months; or

2.2.1.3.2 at an AT&T ILLINOIS End Office in a local calling area not served by an AT&T ILLINOIS Tandem for IntraMTA Traffic when traffic through the existing POI arrangement to that local calling area exceeds one (1) OC-12 at peak over three (3) consecutive months.

2.2.1.3.3 The additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met.

2.2.1.4 Notwithstanding the foregoing, Sprint may establish a POI at any other technically feasible location on the AT&T ILLINOIS' network within the LATA.

2.2.1.5 Any other mutually agreeable location.

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2.2.3 If Sprint requests Interconnection in a new LATA, to establish additional POI(s) in a LATA in which it is already Interconnected, or to re-configure an existing Interconnection arrangement, Sprint will provide advanced written notice to AT&T ILLINOIS. Thereafter, the Parties will work cooperatively to document and implement Sprint's new or re-configured architecture consistent with the provisions of this Attachment 02. The documentation will, at a minimum, include the location of Sprint's switch(es) and AT&T ILLINOIS' End Office Switch(es) and/or Tandem Switch(es) to be interconnected, the designated POI(s), and the facilities that will connect the two (2) networks, and will be acknowledged in writing by both Parties.

2.2.4 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service consistent with the timelines established by the FCC's network disclosure rules in 47 CFR Sections 51.325 – 51.335 as applicable. The Parties will be solely responsible, at their own expense, for the overall design of their Telecommunications Services and for any redesigning or rearrangement of their Telecommunications Services which may be required because of the other Party's modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities. To the extent such redesign or rearrangement requires changes or arrangements not contemplated by this Agreement, the Parties will negotiate appropriate changes or arrangements.

3.0 Interconnection Facilities

3.1 Terms For Use of Interconnection Facilities:

3.1.1 Subject to GTC Sections 3.11.2.1 and 3.11.2.1.1, nothing in this Agreement shall be construed as authorizing Sprint to receive traffic from AT&T ILLINOIS over Interconnection Facilities and, in turn, forward such traffic to a Competitive Local Exchange Carrier ("CLEC"), an Incumbent Local Exchange Carrier ("ILEC"), or a non-CMRS VoIP provider (i.e., the final destination of land-to-mobile traffic delivered from AT&T ILLINOIS is Sprint's End Users).

3.1.2 Subject to GTC Sections 3.11.2.1 and 3.11.2.1.1, nothing in this Agreement shall be construed as authorizing Sprint to aggregate traffic from a CLEC, an ILEC, or a non-CMRS VoIP provider and use Interconnection Facilities to deliver such traffic to AT&T ILLINOIS (i.e., mobile-to-land traffic delivered from Sprint to AT&T ILLINOIS must be from Sprint's End Users and may not be from any CLEC, ILEC, or non-CMRS VoIP provider). For the avoidance of doubt, traffic from the End Users of such providers does not constitute Authorized Services traffic.

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3.2 Technical Interfaces

3.2.1 The Interconnection Facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8-Zero Substitution with Extended Superframe (B8ZS ESF) format framing or any mutually agreeable line coding and framing.

3.3 Each Party shall be responsible for providing its own or leased Interconnection Facilities to route calls to the POI. Each Party may construct its own Interconnection Facilities, or it may purchase or lease the Interconnection Facilities from a Third Party, or Sprint may purchase or lease the Interconnection Facilities from AT&T ILLINOIS, if available, pursuant to Section 3.5 below.

3.4 Sprint is solely responsible, including financially, for the facilities that carry E911 or Equal Access Trunk Groups.

3.5 Leased Interconnection Facilities

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3.5.2 AT&T ILLINOIS shall provide Sprint existing Interconnection Facilities when used solely for Interconnection purposes within the meaning of Section 251(c)(2) of the Act, i.e., for the transmission and routing of telephone exchange service and/or exchange access service, at the TELRIC based rates set forth in the attached Pricing Sheets. An Interconnection Facility is existing if, at the time of Sprint's request, the facility is present in AT&T ILLINOIS' network and available for use as an Interconnection Facility and no special construction is required.

3.5.3 Sprint may not purchase Interconnection Facilities pursuant to this Agreement for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Sprint's customer and Sprint's switch, or to carry traffic to and from its own end users), or (iii) Equal Access Trunk Groups.

3.5.4 Sprint must submit Access Service Requests ("ASRs") to AT&T ILLINOIS to perform conversions for reclassifications of the wholesale service or group of wholesale services to an Interconnection Facility purchased pursuant to this Agreement and at the rates referenced in the Pricing Sheets. AT&T ILLINOIS will follow project guidelines as described in Section 4.6.4.

3.5.5 Interconnection Facility Audits

3.5.5.1 AT&T ILLINOIS may audit Sprint's compliance with the use of Interconnection Facilities for interconnection purposes by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis (consecutive 12 month period following the commencement of an audit), Sprint's compliance with the conditions set forth in Sections 3.5.1–3.5.4 above ("Interconnection Facility Requirements").

3.5.5.2 AT&T ILLINOIS will send such Audit Notice to Sprint no less than thirty (30) calendar days prior to the date upon which AT&T ILLINOIS seeks to commence an audit and shall identify the independent auditor.

3.5.5.3 The independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding Sprint's compliance with the Interconnection Facility Requirements.

3.5.5.4 The independent auditor's report will conclude whether Sprint complied in all material respects with the Interconnection Facility Requirements. AT&T ILLINOIS shall provide Sprint with a copy of the independent auditor's report within ten (10) business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed.

3.5.5.5 If the auditor's report concludes that Sprint failed to comply with the Interconnection Facility Requirements, Sprint must:

3.5.5.5.1 submit orders to AT&T ILLINOIS to either convert all noncompliant Interconnection Facilities to the equivalent or substantially similar wholesale service or disconnect non-

compliant facilities within 45 days of the date Sprint receives a copy of the auditor's report;

3.5.5.5.2 remit payment in accordance with the payment provisions of the Agreement for true-up charges assessed by AT&T ILLINOIS for the difference between the amount billed by AT&T ILLINOIS and the amount that AT&T ILLINOIS would have billed had Sprint purchased the Interconnection Facilities from the applicable AT&T ILLINOIS tariff at month-to-month rates plus late payment charges from the date that the noncompliance of the Interconnection Facility Requirements, in whole or in part, began. AT&T ILLINOIS reserves its rights to make the effective bill date for conversions 45 days after Sprint's receipt of a copy of the auditor's report;

3.5.5.5.3 reimburse AT&T ILLINOIS for 100% of the cost of the independent auditor if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated. If the number of circuits found to be non-compliant is less than 10%, Sprint will reimburse AT&T ILLINOIS in an amount that is in direct proportion to the number of circuits found to be non-compliant.

3.5.5.6 With respect to any noncompliant Interconnection Facility for which Sprint fails to submit a conversion or disconnect order or dispute the auditor's finding to the Commission within such 45-day time period, AT&T ILLINOIS may initiate and effect such a conversion. AT&T ILLINOIS will take reasonable steps to avoid disruption to Sprint's customers' service or degradation in service quality in the case of conversion. AT&T ILLINOIS reserves its rights to make the effective bill date for conversions 45 days after Sprint's receipt of a copy of the auditor's report. In no event shall rates set under Section 252(d)(1) apply for the use of any Interconnection Facility for any period in which the Interconnection Facility does not meet the Interconnection Facility Requirements.

3.5.5.7 If Sprint disagrees as to the findings or conclusions of the auditor's report, Sprint shall provide Notice requesting dispute resolution to AT&T ILLINOIS. Such dispute resolution discussions shall be completed within fourteen (14) days. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. At the conclusion of this fourteen (14) day period, Sprint may file a complaint at the Commission.

3.5.5.8 If Sprint initiates a proceeding at the Commission, Sprint may elect to pay into an escrow account the true up amount, and on a monthly basis prospectively the difference between the rates set forth in the Agreement and the month-to-month rates in the applicable AT&T ILLINOIS tariff in lieu of AT&T converting the Interconnection Facilities identified in Sprint's dispute resolution before the Commission pending resolution. If the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&T ILLINOIS and AT&T ILLINOIS shall retain any disputed amounts already paid by Sprint in addition to late payment charges.

3.6 While Fiber Meet Point interconnection is a method of interconnection available to Sprint, Sprint does not use or intend to use Fiber Meet Point interconnection. Where Sprint wishes to use Fiber Meet Point, the Parties will negotiate an amendment to this Agreement. If the Parties cannot agree as to the terms and conditions of such amendment, it will constitute a dispute and be subject to the dispute resolution provisions of Section 12 of this Agreement.

3.7 Responsibilities of the Parties:

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3.7.3 Either Party may add or remove switches. The Parties shall provide one hundred and twenty (120) calendar days written Notice to establish such Interconnection; and the terms and conditions of this Attachment will apply to such Interconnection.

3.7.4 The Parties recognize that a facility handoff point must be established at the POI, usually at a distribution frame, to establish the demarcation point for provisioning and maintaining responsibilities for each Party on its side of the POI.

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3.10 Ancillary Services Traffic

3.10.1 When delivering Ancillary Services traffic to AT&T ILLINOIS, Sprint shall provide facilities and connections in each LATA dedicated solely for Ancillary Services traffic. The connection used must be an Ancillary Services Connection.

3.10.2 For the provision of 911 and/or E911 Services utilizing Type 1 or Type 2C trunks as appropriate, Sprint may provide its own facilities or purchase facilities from a Third Party to connect its network with AT&T ILLINOIS' E911 Selective Router. Alternatively, Sprint may purchase appropriate facilities from AT&T ILLINOIS' applicable tariffs.

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4.0 Trunking

4.1 AT&T ILLINOIS and Sprint will exchange traffic over their networks in connection with Sprint's Authorized Services, in accordance with the provisions of this Agreement. The exchange of one-way Paging Traffic between the Parties' respective networks is not authorized under this Agreement. If the Parties have one-way Paging Traffic to exchange, a separate one-way Paging agreement must be negotiated and executed for such traffic.

4.2 Trunking Descriptions:

4.2.1 Type 1 Trunks: Provide a one-way Trunk Side connection between an AT&T ILLINOIS Central Office Switch and Sprint's MSC. Type 1 Trunks will be used for the transmission and routing of Ancillary Services traffic.

4.2.2 Type 2A Trunks: Provide a Trunk Side connection between an AT&T ILLINOIS Tandem Office Switch and Sprint's MSC. Type 2A Trunks may be one-way or two-way.

4.2.3 Type 2A Combined Trunk Groups: Provide a Trunk Side connection between Sprint's MSC and an AT&T ILLINOIS Access Tandem, where AT&T ILLINOIS is able to record Sprint-originated traffic to an IXC. Combined Trunk Groups carry InterMTA Traffic and IntraMTA Traffic. This Trunk Group requires an interface utilizing equal access signaling. Type 2A Combined Trunk Groups may only be used when Sprint obtains the underlying facilities pursuant to AT&T ILLINOIS' access tariff or from another carrier or self provisions those facilities.

4.2.4 Type 2A Equal Access Trunk Groups: Provide a Trunk Side connection between Sprint's network and an AT&T ILLINOIS Access Tandem. Equal Access Trunk Groups carry InterMTA Traffic to or from an IXC. This Trunk Group requires an interface utilizing equal access signaling.

4.2.4.1 Sprint will provide to AT&T ILLINOIS, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Sprint's network, using Trunks employing a Type 2A connection.

4.2.5 Type 2B Trunks: Provide a Trunk Side connection between Sprint's MSC and AT&T ILLINOIS End Office Switch, providing the capability to access only subscribers served by that End Office Switch. Type 2B is a one-way mobile-to-land or land-to-mobile Trunk Group (and two-way, where available) and is available where facilities and equipment permit.

4.2.6 Type 2C Trunks: Provide a one-way terminating Trunk Side connection between Sprint's MSC and AT&T ILLINOIS' E911 Selective Router equipped to provide access to E911 services.

4.2.7 Type 2D Trunks: Provide a direct voice-grade transmission path to a LEC Operator Services System (OSS) switch.

4.3 Trunking Requirements:

4.3.1 Trunk Groups dedicated to the exchange of Authorized Services will be established between the Parties' switches. For the purpose of this Agreement in Illinois only, neither Party will charge the other Party monthly recurring charges for Interconnection Trunks established over Interconnection Facilities. For avoidance of doubt, AT&T ILLINOIS retains its right to bill, as otherwise provided in this Agreement, for the Interconnection Facilities.

4.3.1.1 Mass Calling Trunks are Interconnection Trunks subject to Section 4.3.7 of this Agreement;

4.3.1.2 911 Trunks are subject to the non-recurring and monthly recurring charges, identified on the Pricing Sheet.

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4.3.2 Trunk Groups will be established as two-way except (a) where it is not Technically Feasible for AT&T ILLINOIS to provide the requested two-way Trunk Groups, or (b) where Sprint requests the use of one-way Trunk Groups. Where two-way Trunk Groups are not established, each Party will establish one-way Trunk Groups between the Parties' respective interconnected switches. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.

4.3.3 Multiple Trunks between the same AT&T ILLINOIS switch and Sprint switch shall not be added solely for the purpose of segregating NPA-NXX or NPA-NXX-X codes unless Sprint provides all required routing information including a separate and distinct CLLI code for each Trunk Group, and specific NPA/NXX or NPA-NXX-X routing directions. Duplicate Trunk Groups serving the same function are not permitted.

4.3.4 Sprint shall establish Interconnection Trunks to all AT&T ILLINOIS Tandems in each LATA where the Parties mutually exchange IntraMTA Traffic. AT&T ILLINOIS does not provide Inter-tandem switching, but AT&T ILLINOIS will provide, at no cost to Sprint, connecting facility assignment ("CFA") for the establishment of such Interconnection Trunks from the POI to additional AT&T ILLINOIS tandems or end offices as may be necessary.

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4.3.6 Direct End Office Trunking ("DEOT"):

4.3.6.1 The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) DEOT when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks over three (3) consecutive months. Where DEOTS are established AT&T will provide, at no cost to Sprint, connecting facility assignment ("CFA") for the establishment of such DEOTs. If the DEOT is designed to overflow, the traffic will be alternately routed to the appropriate AT&T ILLINOIS Tandem. DEOTs established as direct finals will not overflow from either direction to any alternate route.

4.3.6.2 Should Sprint fail to comply with Section 4.3.6.1 above, AT&T ILLINOIS may restrict provisioning of additional Trunks at the affected Tandem.

4.3.7 Mass Calling, (i.e., High Volume Call In network architecture) Trunk Group AT&T ILLINOIS ("Mass Calling"):

4.3.7.1 A dedicated Trunk Group of at least two but not more than nine Trunks for Mass Calling traffic shall be established to an AT&T ILLINOIS Access Tandem in each LATA. Sprint may provision these Trunks (at no charge other than the applicable service order charge) over its Interconnection Facilities. This Trunk Group shall be one-way outgoing only and shall utilize Multi-Frequency ("MF") signaling. As the Mass Calling Trunk Group is designed to block all excessive attempts toward Mass Calling NXXs, it is necessarily exempt from the one percent (1%) blocking standard described in Section 4.6.3 below for other final Interconnection Trunk Groups. Sprint will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group. The Parties will not exchange live Mass Calling traffic over this Trunk Group until successful testing is completed by both Parties.

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4.3.7.2 If Sprint should acquire a Mass Calling End User, (e.g., a radio station), Sprint shall notify AT&T ILLINOIS at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T ILLINOIS Mass Calling serving office to the Sprint End User's serving office. Sprint will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group.

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

4.3.8 911/E911:

4.3.8.1 See Attachment E911Universal Emergency Number Service for Trunk requirements.

4.4 Trunk Forecasting

4.4.1 Sprint agrees to provide forecasts for Interconnection Trunks or Trunk Groups on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T ILLINOIS' forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to discuss and review the forecast submitted by Sprint. As part of the review process, AT&T ILLINOIS will share any network plans or changes with Sprint that would impact the submitted forecast.

4.4.2 Trunk forecasts shall include yearly forecasted Trunk quantities by Tandem and subtending End Offices. Identification of each Trunk will be by the "from" and "to" Common Language Location Identifiers (CLLI), as described in Telcordia Technologies documents BR 795-100-100 and BR 795-400-100.

4.5 Trunk Provisioning and Servicing:

4.5.1 Orders between the Parties to establish, add, change or disconnect Trunks shall be processed by using an ASR. Sprint will have administrative control for the purpose of issuing ASR's. AT&T ILLINOIS will process a properly completed ASR within its current published provisioning timeframes unless defined as a project. Due dates for the installation of Trunk Groups covered by this Attachment shall be based on each of AT&T ILLINOIS' intra-state Switched Access Services intervals.

4.5.2 The Parties will jointly manage the capacity of Interconnection Trunk Groups. AT&T ILLINOIS may send a Trunk Group Service Request ("TGSR") to Sprint to trigger changes to the Interconnection Trunk Groups based on capacity assessment to address blocking or underutilization. The TGSR is a standard industry support interface developed by the OBF of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. Telcordia Technologies Special Report STS000316 describes the format and use of the TGSR. Contact Telcordia technologies at 1-800-521-2673 regarding the documentation availability and use of this form:

4.5.3 Sprint will issue an ASR:

4.5.3.1 Within three (3) Business Days after receipt of the TGSR in a blocking situation pursuant to Section 4.6.1.2; or,

4.5.3.2 Within twenty (20) Business Days after receipt of the TGSR in an underutilization situation pursuant to Section 4.6.2; or,

4.5.3.3 Within ten (10) Business Days after receipt of the TGSR or other notification; or

4.5.3.4 At any time as a result of Sprint's own capacity management assessment.

4.5.4 Upon review of the TGSR, if Sprint does not agree with the resizing, of the Interconnection Truck Groups the Parties will schedule a joint planning discussion to take place and conclude within twenty (20) Business Days of Sprint's receipt of the TGSR. At the joint planning discussion, the Parties will resolve and mutually agree to the disposition of the TGSR.

4.5.5 If the Parties cannot agree on the resizing of the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T ILLINOIS does not receive an ASR, from Sprint, or if Sprint does not respond to the TGSR by scheduling a discussion with the other Party within the twenty (20) Business Day period, AT&T ILLINOIS will attempt to contact Sprint to schedule a joint planning discussion. If Sprint will not agree to meet within an additional five (5) Business Days and present adequate reason for keeping Trunks operational, AT&T ILLINOIS will issue ASR(s), to resize the Interconnection Trunks and associated Interconnection Facilities.

4.6 Utilization/Underutilization and Design Blocking Criteria

4.6.1 Utilization:

4.6.1.1 Utilization shall be defined as Trunks required as a percentage of Trunks in Service.

4.6.1.2 In a Blocking Situation (Over-utilization)

4.6.1.2.1 In a blocking situation, Sprint will issue an ASR to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T ILLINOIS will issue a TGSR. Upon receipt of the TGSR Sprint will issue an ASR pursuant to Section 4.5.3. Sprint will note "Service Affecting" on the ASR. Sprint will not be charged a non-recurring charge associated with an ASR that Sprint issues for a one-way originating trunk group from AT&T ILLINOIS.

4.6.2 Underutilization

4.6.2.1 Underutilization of Interconnection Trunk Groups exists when provisioned capacity is greater than the current need. Underutilization will be addressed in the following manner:

4.6.2.2 If an Interconnection Trunk Group is under sixty-five percent (65%) of CCS capacity for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Interconnection Trunk Group. In all cases, grade of service objectives shall be maintained.

4.6.2.3 Sprint will issue an ASR or AT&T ILLINOIS may send a TGSR to Sprint to trigger changes to the Interconnection Trunk Groups, based on capacity assessment.

4.6.3 Design Blocking Criteria:

4.6.3.1 Trunk requirements for forecasting and servicing shall be based on accepted industry/national guidelines for transmission standards and traffic blocking criteria. Forecasting Trunk projections and servicing Trunk requirements for Interconnection Trunk Groups shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available) for all final Trunk Groups. The average grade-of-service for Interconnection final Trunk Groups shall be the industry standard of one (1%) blocking.

4.6.3.2 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the above blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective. However, a study period may be less than twenty (20) business days, but, at a minimum, must be at least three (3) business days, to be used for engineering purposes.

4.6.4 Projects

4.6.4.1 As used in this Section 4.6.4, a project is defined as a request that will require coordinated activity between the Parties involving greater than eight (8) DS1s. Blocking situations and projects shall be managed through the AT&T ILLINOIS Interconnection Trunking Project Management group and Sprint's equivalent trunking group.

4.6.4.2 Projects require the coordination and execution of multiple orders or related activities between and among AT&T ILLINOIS and Sprint work groups, including but not limited to the initial establishment of Interconnection Trunk Groups and service in an area, NXX code moves, rehomes, facility grooming, or network rearrangements.

4.6.4.3 Orders that comprise a project, i.e., greater than eight (8) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

4.6.4.4 Projects - Tandem Rehomes/Switch Conversion/Major Network Projects

4.6.4.5 AT&T ILLINOIS will advise Sprint of all projects significantly affecting Sprint trunking. Such projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least six (6) months prior to the project due dates. AT&T ILLINOIS may follow with a TGSR approximately four (4) to six (6) months before the due date of the project. A separate TGSR will be issued for each Sprint Interconnection Trunk Group and will specify the required Sprint ASR issue date. Failure to submit ASR(s) by the required date may result in blocked calls.

4.6.4.6 AT&T ILLINOIS will not charge Sprint for non-recurring costs due to AT&T ILLINOIS' network changes.

4.7 Local Dialing Parity

4.7.1 Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call.

4.8 Routing

4.8.1 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG.

4.8.2 Each Sprint NPA-NXX or NPA-NXX-X will be associated with a Rate Center as identified in the LERG.

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4.8.4 If one Party delivers traffic to the other Party that is not routed in accordance with the LERG, the receiving Party shall provide notice to the delivering Party, pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the delivering Party shall be given thirty (30) days to cure such misrouting.

4.8.5 INTENTIONALLY LEFT BLANK.

4.8.6 For Type 2 Trunk Groups, (i.e., Type 2A and Type 2B) Sprint will obtain its own NXX or NXX-X codes from the administrator and will be responsible for (a) LERG administration, including updates, and (b) all ASR/WSR Translations Questionnaire ("TQ") Code opening information necessary for routing traffic on these Trunk Groups.

4.8.7 INTENTIONALLY LEFT BLANK.

4.8.8 If either Party originates IntraMTA Traffic destined for termination to the other Party, but delivers that traffic to the other Party using the facilities of a Third Party Telecommunications Carrier, any charges imposed by the Third Party Telecommunications Carrier are the responsibility of the originating Party.

4.8.9 Sprint shall not route traffic it receives from or through an IXC that is destined for AT&T ILLINOIS' End Office Switches over the Interconnection Trunks provided by AT&T ILLINOIS to Sprint pursuant to this Agreement.

4.8.10 All traffic received by AT&T ILLINOIS from Sprint at an End Office Switch must terminate to that End Office Switch. End Offices Switches do not perform Tandem-switching functions.

4.9 Trunk Group Data Exchange:

4.9.1 A Trunk Group utilization report ("TIKI") is available upon request by Sprint. The report is provided in MS-Excel format.

4.10 Transmission and Routing Of Switched Access Service:

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4.10.2 INTENTIONALLY LEFT BLANK.

4.10.3 All traffic between Sprint and the AT&T ILLINOIS Access Tandem or combined local/Access Tandem routed to or routed from an Interexchange Carrier ("IXC") connected with such AT&T ILLINOIS Access Tandem or combined local/Access Tandem, shall be transported over an Equal Access Trunk Group. This Equal Access Trunk Group will be established for the transmission and routing of all traffic between Sprint's End Users and IXCs, via an AT&T ILLINOIS Access Tandem, or combined local/Access Tandem. Where a separate Equal Access Trunk Group is used, Sprint is solely financially responsible for the facilities, termination, muxing, Trunk ports and any other equipment used to provide such Equal Access Trunk Groups.

4.10.4 Terminating InterMTA Traffic shall be routed over Sprint's Switched Access Services Trunks and facilities (FG-D).

4.10.5 Originating Landline to CMRS InterMTA Traffic is routed over the Interconnection Trunks only when such traffic appears to AT&T ILLINOIS (based on the calling and called parties' telephone numbers) to be IntraMTA Traffic.

4.10.6 INTENTIONALLY LEFT BLANK.

5.0 Transit Traffic – Illinois

5.1 Introduction

5.1.1 This Section 5 sets forth the rates, terms and conditions for AT&T ILLINOIS' Transit Traffic Service when AT&T ILLINOIS acts as a Transit Service Provider for Sprint. AT&T ILLINOIS' Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T ILLINOIS' End Users.

5.1.2 AT&T ILLINOIS offers Transit Traffic Services to interconnected WSPs.

5.2 Responsibilities of the Parties

5.2.1 AT&T ILLINOIS will provide Sprint with AT&T ILLINOIS' Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T ILLINOIS is interconnected, within AT&T ILLINOIS' LATA, or outside of that LATA to the extent a LATA boundary waiver exists.

5.2.2 Transit Traffic Service rates apply to all Transit Traffic that originates on Sprint's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T ILLINOIS End User.

5.3 Sprint Originated Traffic

5.3.1 Sprint acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that Sprint originates. AT&T ILLINOIS will directly bill Sprint AT&T ILLINOIS' charges for Sprint-originated Transit Traffic. AT&T ILLINOIS will not act as a billing intermediary, i.e.,

clearinghouse, between Sprint and Third Party Terminating Carriers, nor will AT&T ILLINOIS pay any termination charges to the Third Party Terminating Carriers on behalf of Sprint.

5.3.2 INTENTIONALLY LEFT BLANK.

5.3.3 If (a) Sprint originates Transit Traffic destined for a Third Party Terminating Carrier with which Sprint does not have a traffic compensation arrangement; and (b) the Third Party Terminating Carrier asserts a claim against AT&T ILLINOIS in a regulatory agency or court for charges for terminating that Transit Traffic; and (c) AT&T ILLINOIS does not object to or otherwise resist a Sprint motion to intervene or otherwise participate in the regulatory or judicial proceeding; and (d) the regulatory agency or court orders AT&T ILLINOIS to pay such Third Party Terminating Carrier for the Transit Traffic AT&T ILLINOIS has delivered to the Third Party Terminating Carrier; and (e) the regulatory agency or court order is not based upon a determination that AT&T ILLINOIS and the Third Party Terminating Carrier are parties to a contract that requires AT&T ILLINOIS to pay the Third Party Terminating Carrier for such traffic, then Sprint will indemnify AT&T ILLINOIS for its Losses resulting from such regulatory agency's or court's final order, including, but not limited to, Transit Traffic termination charges and interest on such Transit Traffic termination charges. In addition, Sprint shall compensate AT&T ILLINOIS for any collection costs it may incur to collect any of the foregoing charges from Sprint. The Parties will follow the Indemnification Procedures contained in Section 16.2 of the General Terms and Conditions.

5.3.4 Sprint shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T ILLINOIS' network. Sprint shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T ILLINOIS identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then Sprint agrees to cooperate to investigate and take corrective action. If Sprint is sending CPN to AT&T ILLINOIS, but AT&T ILLINOIS is not receiving proper CPN information, then Sprint will work cooperatively with AT&T ILLINOIS to correct the problem. If Sprint does not send CPN to AT&T ILLINIOS, then AT&T ILLINOIS cannot forward any CPN to the Third Party Terminating Carrier, and Sprint will indemnify, defend and hold harmless AT&T ILLINOIS from any and all Losses proximately caused by Sprint's failure to include CPN with Transit Traffic that AT&T ILLINOIS delivers to a Third Party Terminating Carrier on behalf of Sprint. The Parties will follow the Indemnification Procedures contained in Section 16.2 of the General Terms and Conditions.

5.3.5 Sprint, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to AT&T ILLINOIS to identify Sprint Transit Traffic to Third Party Terminating Carriers.

5.4 Sprint Terminated Traffic

5.4.1 Sprint shall not charge AT&T ILLINOIS when AT&T ILLINOIS provides Transit Traffic Service to a Third Party Originating Carrier.

5.4.2 When AT&T ILLINOIS delivers Transit Traffic to Sprint, AT&T ILLINOIS will pass the CPN received from the Third Party Originating Carrier to Sprint. If AT&T ILLINOIS does not receive CPN from the Third Party Originating Carrier, then AT&T ILLINOIS cannot forward CPN to Sprint and AT&T ILLINOIS will not be liable to Sprint for any and all Losses arising from or related to the lack of CPN in this situation. If AT&T ILLINOIS or Sprint identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, Sprint agrees to cooperate with AT&T ILLINOIS and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T ILLINOIS or Sprint is not properly receiving the information, then Sprint will work cooperatively with AT&T ILLINOIS and the Third Party Originating Carrier to correct the problem.

5.4.3 Sprint agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T ILLINOIS, as the Transit Service Provider, is not obligated to pay Sprint for such Transit Traffic and AT&T ILLINOIS is not to be deemed as the default originator of such Transit Traffic or be considered as the default originator.

5.5 Transit Traffic Routing/Trunk Groups

5.5.1 When Sprint has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T ILLINOIS, Sprint shall trunk to AT&T ILLINOIS Tandems in such LATA pursuant to terms in this Attachment 02. In the event Sprint has no switch in a LATA in which it desires to send Transit Traffic through AT&T ILLINOIS, Sprint shall establish one or more POIs within such LATA and trunk from each POI to AT&T ILLINOIS Tandems in such LATA pursuant to terms in this Attachment 02.

5.5.2 Sprint shall route Transit Traffic to the AT&T ILLINOIS Tandem Office Switch from which the Third Party Terminating Carrier switch subtends.

5.5.3 Transit Traffic not routed in accordance with this Attachment 02 shall be considered misrouted. Transit Traffic routed by Sprint through any AT&T ILLINOIS End Office Switch shall be considered misrouted. Upon written notification from AT&T ILLINOIS of misrouting of Transit Traffic, Sprint will correct such misrouting within sixty (60) days.

5.6 Interconnection Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to Sprint's Agreement and in this Attachment 02, used to route IntraMTA Traffic will be used to route Transit Traffic.

5.7 When Transit Traffic originated by Sprint requires twenty-four (24) or more trunks to a single Third Party Terminating Carrier upon sixty (60) days written notice from AT&T ILLINOIS, Sprint shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, Sprint agrees to cease routing Transit Traffic through the AT&T ILLINOIS Tandem to the Third Party Terminating Carrier (described above), unless AT&T ILLINOIS and Sprint mutually agree otherwise.

5.7.1 Sprint shall route Transit Traffic through AT&T ILLINOIS Tandem Office Switches and not through AT&T ILLINOIS End Office Switches.

5.8 Transit Traffic Rate Application

5.8.1 Unless otherwise specified, the applicable Transit Traffic Service rate applies to all Sprint originated Transit Traffic MOUs. Sprint agrees to compensate AT&T ILLINOIS as a Transit Service Provider at the rate set forth in the Pricing Sheet.

6.0 Traffic Compensation

6.1 Classification of Traffic:

6.1.1 Telecommunications traffic exchanged between AT&T ILLINOIS and Sprint pursuant to this Agreement will be classified as either IntraMTA Traffic, IXC traffic, or InterMTA Traffic.

6.1.2 Traffic that originates or terminates in internet protocol format shall be treated as Telecommunications traffic under this Agreement.

6.2 Compensation for IntraMTA Traffic:

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6.2.2 IntraMTA Traffic originated on the Parties' networks and exchanged between the Parties both directly and indirectly will be bill and keep. Specifically, each Party will bill its End Users for the IntraMTA Traffic originated by such Party and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.

6.2.3 INTENTIONALLY LEFT BLANK.

6.3 Recording and Tracking

6.3.1 Each Party will record its terminating minutes of use for all calls from the other Party. Recordings shall be based on Conversation MOUs and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.

6.3.2 Except as provided in this Section 6.0, see the General Terms and Conditions for general billing requirements.

6.4 Compensation for InterMTA Traffic:

6.4.1 Terminating InterMTA Traffic:

6.4.1.1 All Sprint terminating InterMTA Traffic is subject to the rates, terms and conditions set forth in AT&T ILLINOIS' federal and state access service tariffs and is owed and payable to AT&T ILLINOIS. All Sprint terminating InterMTA Traffic must be routed over Switched Access Services trunks and facilities purchased by Sprint from AT&T ILLINOIS' federal and state access service tariffs. For terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T's Intrastate Access Services Tariff, and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.

6.4.1.2 Sprint terminating InterMTA Traffic shall not be routed over IntraMTA Interconnection or Equal Access Interconnection Trunks; however, the Parties agree that for any terminating InterMTA Traffic that is improperly routed over IntraMTA Interconnection or Equal Access trunks, based on data from traffic studies, AT&T ILLINOIS is authorized to charge, and Sprint will pay to AT&T ILLINOIS for such traffic, the Terminating InterMTA Traffic rate stated in the applicable intrastate and interstate Switched Access tariff(s).

6.4.1.3 Sprint agrees to provide Jurisdictional Information Parameter ("JIP") in the call record for all Sprint-originated IntraMTA and InterMTA Traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, AT&T ILLINOIS will use JIP as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing. If Sprint fails to populate JIP in accordance with the industry standard, then AT&T ILLINOIS will use either Originating Location Routing Number ("OLRN"), or originating NPA/NXX (calling party), or any another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Service Office ("MTSO")to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing.

6.4.1.4 Terminating InterMTA Traffic Percentage: Surrogate Method Based on Cell Studies as Agreed upon by the Parties (Note: If the Parties are unable to agree on a surrogate method regarding the volume of InterMTA traffic that is sent by Sprint to AT&T ILLINOIS for termination, AT&T ILLINOIS may rely upon the best data reasonably available to bill Sprint for such traffic, and Sprint, may, if it chooses, challenge the data and amount billed, pursuant to the Agreement's dispute resolution procedures, as not accurately reflecting the actual volume of InterMTA Traffic being sent to AT&T ILLINOIS for termination.) The InterMTA Factor that is arrived at by the Parties, whether through use of a surrogate method, or through the use of actual cell site data, or through the dispute resolution procedures, is Sprint specific, and any other carrier adopting this Agreement, will have to arrive at its own carrier-specific InterMTA Factor, with AT&T ILLINOIS, either through the use of actual cell site data, or through a surrogate method agreed upon by the carrier and AT&T ILLINOIS, or through the dispute resolution procedures, provided by this Agreement.

6.4.2 Originating Landline-to-Sprint InterMTA Traffic:

6.4.2.1 For AT&T ILLINOIS originated landline-to-Sprint traffic that, at the beginning of the call: (a) originates on AT&T ILLINOIS' network in one MTA; and, (b) is delivered to the mobile unit of Sprint's End User located in another MTA, AT&T ILLINOIS shall charge and Sprint shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such originating InterMTA Traffic, and shall be billed in accordance with the applicable Switched Access intrastate and/or interstate tariff(s). Sprint shall not charge and AT&T ILLINOIS shall not pay reciprocal compensation for originating landline-to-Sprint InterMTA Traffic.

6.4.2.2 Until such time as the Parties can measure originating landline-to-Sprint InterMTA Traffic, a surrogate usage percentage, as stated in the Pricing Sheet attached hereto, will be applied to the total minutes originated by AT&T ILLINOIS' End Users that are delivered to Sprint's network over the Interconnection Trunks.

6.5 Additional Responsibilities of the Parties:

6.5.1 Each Party will perform the necessary recording for all calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.

6.5.2 Each Party will be responsible for the accuracy and quality of its data submitted to the other Party.

6.5.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").

6.5.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

6.5.5 For AT&T ILLINOIS, the Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

7.0 Meet Point Billing ("MPB") for Switched Access Services

7.1 This Section 7.0 only applies when Sprint and AT&T ILLINOIS jointly provide tandem switched Feature Groups B or D services to or from an IXC.

7.2 Pursuant to the procedures described in the Multiple Exchange Carrier Access Billing ("MECAB") document, developed by the Alliance for Telecommunications Industry Solutions' ("ATIS") Ordering and Billing Forum ("OBF"), the Parties shall provide to each other the Switched Access Services detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface ("EMI") format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access Services detail usage data to each other on a reciprocal, no charge basis.

7.3 Each Party agrees to provide the other Party with Access Usage Records ("AURs"), based upon mutually agreed upon intervals. Each Party shall provide the other Party with the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of the notifying Party's network in a Meet Point Billing ("MPB") arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties shall provide this information to each other, except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.

7.4 Other Responsibilities of the Parties:

7.4.1 The Parties will each bill the IXC for their portion of the Switched Access Services, as stated in each Party's respective access tariff or contract with the IXC, based on the billing percentages stated below.

7.4.2 Sprint may designate AT&T ILLINOIS' Access Tandem switch for the purpose of originating or terminating IXC traffic. For the Access Tandem switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Services customers for jointly provided Switched Access Services traffic shall be at any mutually agreed upon billing percentage(s).

7.4.3 The Parties shall undertake all reasonable efforts to ensure that the billing percentages and associated information, as described in the MECAB document identified in Section 7.2 above, are maintained in their respective federal and state access tariffs or contract with the IXC, as required, until such time as such information is included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.

7.4.4 Each Party shall implement the "Multiple Bill/Single Tariff" option described in the MECAB document identified in Section 7.2 above, so that each Party bills the IXC for its portion of the jointly provided Switched Access Services.

ATTACHMENT 03 – LOCAL NUMBER PORTABILITY AND NUMBERING

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1.0 Introduction

1.1 Nothing in this Attachment shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (most current version specified on the ATIS website) or thousands–block (NXX-X) pursuant to the Thousands-Block Pooling Administration Guidelines (most current version specified on the ATIS website), or to establish, by tariff or otherwise, Exchanges and Rate Centers corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

1.2 Prior to providing local service in an AT&T ILLINOIS LATA, Sprint shall obtain a numbering resource (NXX or NXX-X) on a LATA basis, in compliance with industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability).

1.2.1 Sprint is responsible for providing its LRN in accordance with LRN Assignment Practices or with successor documents, including but not limited to maintaining at least one (1) LRN per LATA in each LATA where it is interconnected with AT&T ILLINOIS.

1.3 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

1.4 Each Party is responsible to input required data into the Business Integrated Routing and Rating Database System (BIRRDS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).

1.5 Neither Party is responsible for notifying the other Party's End Users of any changes in dialing arrangements, including those due to NPA relief.

2.0 Definitions

2.1 "LNP Data Base Query" means the End User terminating calls from the "N-1" Network to numbers in the telephone company's network with NXX codes that have been designated as number portable and the NXX has at least one number ported. Either Party may be responsible for making a query to a database containing information necessary to route calls to number portable NXX codes.

3.0 General Provisions

3.1 Requirements for LNP:

3.1.1 The Parties shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act and FCC Rules and Orders.

3.1.2 The Parties shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, located on the Number Portability Administration Center's (NPAC) website, regarding LNP for all aspects of number portability, including the time frames for providing porting services to one another.

3.1.3 Either Party shall be permitted to block default-routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.

3.1.4 When a ported telephone number becomes vacant (e.g., the telephone number is no longer in service with the original End User); the ported telephone number will be released back to the carrier owning the switch (after aging if any) in which the telephone number's NXX-X is native.

3.1.5 Each Party shall be responsible for their own End User's other Telecommunications related services and features (e.g. E911, Directory Listings, Operator Services), once that Party has ported the End User's telephone number to the Party's switch.

3.1.6 If Sprint purchases the LNP Database Query Service from AT&T ILLINOIS, Sprint will access AT&T ILLINOIS facilities via an SS7 link.

3.2 Limitations of Service for LNP:

3.2.1 The Parties acknowledge that Number Portability is available within the LATA so long as the number maintains the original rate center designation as approved by State Commissions. Additional boundary limitations, such as the wire center boundaries of the incumbent LEC may be required due to E911 or NPA serving restrictions and/or regulatory decisions.

3.2.2 Certain types of numbers, including but not limited to the following types, shall not be ported:

3.2.2.1 AT&T ILLINOIS Official Communications Services (OCS) NXXs; and

3.2.2.2 5YY and 9YY numbers;

3.2.2.3 N11 numbers (e.g., 411 and 911);

3.2.2.4 Telephone numbers within toll-free NPA's (e.g., 800, 888, 877 and 866); and

3.2.2.5 Disconnected or unassigned numbers.

3.2.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via Local Routing Number (LRN). Choke numbers will be ported as described in Section 4.4.6.2 of this Attachment.

3.3 Numbering:

3.3.1 Each Party is responsible for providing to the other, valid test numbers terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. The milliwatt test number should remain in service indefinitely for regression testing purposes.

4.0 Product Specific Service Delivery Provisions

4.1 Service Description for LNP:

4.1.1 The LRN software of the switch in which the assigned numbering resource (e.g. NXX or NXX-X) is native determines if the called party is in a portable NXX. When a calling party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.

4.1.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.

4.1.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.

4.1.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.

4.1.5 Where Technically Feasible, the Parties shall populate the Jurisdiction Information Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

4.2 "N-1" Query Methodology for LNP:

4.2.1 The Parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the "N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's End Office, or the terminating carrier's End Office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to charge the "N-1" carrier for the query. Refer to the LNP Working Group Best Practice for additional information, located on the Local Number Portability Administration section of the NPAC website.

4.2.2 For toll calls carried by another carrier, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local

service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

4.2.3 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.

4.2.4 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LNP, AT&T ILLINOIS may query all calls directed to that NXX, provided that AT&T ILLINOIS' queries shall not adversely affect the quality of service to WSP's End Users as compared to the service AT&T ILLINOIS provides its own End Users, and that queries to NXXs where the first number has not been ported are not charged to the "N-1" Carrier.

4.2.5 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the "N-1" carrier for queries initiated before the first number is ported in an NXX.

4.2.6 Parties will use the rates, terms and conditions for LNP queries set forth in the applicable federal access tariff (FCC 73).

4.3 Ordering for LNP:

4.3.1 Porting of numbers from NXXs marked as portable in the LERG will be initiated via LSRs based on Ordering and Billing Forum (OBF) guidelines and in accordance with the provisions of Attachment 04 - Operations Support System (OSS).

4.3.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects, the Parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

4.4 Provisioning for LNP:

4.4.1 The Parties will remove a ported number from the End Office Switch from which the number is being ported as close to the requested time as reasonably practicable, except under the conditions listed in Section 4.4.3 and Section 4.4.4 below, respectively. The Parties recognize that it is in the best interest of the End User for this removal to be completed in the most expedient manner possible.

4.4.2 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the Unconditional Ten-Digit Trigger is removed.

4.4.2.1 The Parties agree to provide Unconditional Ten-Digit Trigger wherever Technically Feasible.

4.4.3 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.

4.4.4 Coordinated Orders. This is an optional manual service that permits the WSP to request a designated installation and/or conversion of service. Orders will be worked on a coordinated basis by the Parties until the numbers are disconnected in the old switch.

4.4.5 The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the affected End User. The Parties will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within fifteen (15) minutes after receipt of a download from the NPAC SMS (the current NANC goal for such updating).

4.4.6 Mass Calling:

4.4.6.1 The HVCI Network is designed to ease the network congestion that occurs when large numbers of incoming telephone calls are solicited by an End User, such as a radio station or a ticket agency.

4.4.6.1.1 HVCI is also known as:

4.4.6.1.1.1 Choke Network

4.4.6.1.1.2 Mass Calling

4.4.6.1.1.3 Public Response Choke Network

4.4.6.2 Using a non-LRN process, AT&T will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers.

4.4.7 Operator Services and Directory Assistance:

4.4.7.1 The Provisions of this Agreement pertaining to Operator Services and Directory Assistance shall also apply when LNP is in place.

4.4.8 Porting of Direct Inward Dialing (DID) Block Numbers:

4.4.8.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.

4.4.8.2 The Parties shall offer LNP to End Users for any portion of an existing DID block without being required to port the entire block of DID number.

4.4.8.3 The Parties shall permit End Users which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

5.0 Other

5.1 Pricing for LNP:

5.1.1 With the exception of lawful query charges, the Parties shall not charge each other for the porting of telephone numbers as a means for the other to recover the costs associated with LNP.

ATTACHMENT 04 – OPERATING SUPPORT SYSTEMS (PORTING SUPPORT ONLY)

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for access to Operations Support Systems (OSS) "functions" by Sprint for pre-ordering, ordering, and provisioning of Wireline-to-Wireless Number Portability consistent with FCC Order #95-116 and related Orders.

1.2 The interfaces described herein have certain features which are not related to number portability, but which are inherently available via the interface. Such non-LNP features shall not be accessed nor used by, through, or on behalf of Sprint pursuant to this Attachment. Sprint hereby warrants and represents that it will not access such non-LNP features. Sprint is authorized by this Attachment to use only the Pre-Order, Ordering, and Provisioning functions identified herein and only for essential number portability functions.

2.0 Definitions

2.1 "Service Bureau Provider" (SBP), for purposes of this Attachment, means a company which has been engaged by Sprint to act on its behalf to access AT&T ILLINOIS' OSS application-to-application interfaces via a dedicated connection for the purpose of transporting multiple Sprint Local Number Portability (LNP) transactions.

3.0 General Provisions

3.1 The Parties agree that electronic order processing is more efficient than manual order processing. Electronic processing is available via AT&T ILLINOIS' application-to-application interface or via AT&T ILLINOIS' Graphical User Interface (collectively, "electronic interface"). AT&T ILLINOIS shall not be required to accept and process manual LNP orders, except when the electronic interface is unavailable for a substantial period of time.

3.2 Proper Use of OSS Interfaces

3.2.1 Sprint agrees to utilize AT&T ILLINOIS electronic interfaces, as described herein, solely for the purposes of pre-order and order activity necessary for LNP. In addition, Sprint agrees that such use will comply with AT&T ILLINOIS' Data Connection Security Requirements as identified in Section 7 of this Attachment. Failure to comply with such security guidelines or misuse of OSS interfaces may result in forfeiture of electronic access to OSS functionality. In addition, Sprint shall be responsible for and indemnifies AT&T ILLINOIS against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T ILLINOIS' OSS from Sprint systems, workstations or terminals or by Sprint's employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by Sprint and shall pay AT&T ILLINOIS for any and all damages caused by such unauthorized entry.

3.2.2 Within AT&T ILLINOIS regions, Sprint's access to pre-order functions described in Section 4.2.1 below, will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where Sprint has obtained an authorization from the End User for release of CPNI.

3.2.2.1 In AT&T ILLINOIS regions, Sprint must maintain records of individual customers' authorizations for release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.2.2.2 Throughout AT&T ILLINOIS region, Sprint is solely responsible for determining whether proper authorization has been obtained and holds AT&T ILLINOIS harmless from any loss on account of Sprint's failure to obtain proper CPNI consent from an End User.

3.2.3 By utilizing electronic interfaces to access OSS functions, Sprint agrees to perform accurate and correct ordering such that no other users of AT&T ILLINOIS OSS, or any of their end users are harmed by Sprint's pre-order or order use of AT&T ILLINOIS' OSS. Sprint is also responsible for all actions of its employees using any of AT&T ILLINOIS' OSS. As such, Sprint agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T ILLINOIS 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 ILLINOIS to Sprint . In addition, Sprint agrees to indemnify and hold AT&T ILLINOIS harmless against any claim made by an End User of Sprint or other third parties against AT&T ILLINOIS caused by or related to Sprint's use of any AT&T ILLINOIS OSS.

3.2.4 In the event AT&T ILLINOIS has good cause to believe that Sprint has used AT&T ILLINOIS OSS in a way that conflicts with this Agreement or Applicable Law, AT&T ILLINOIS shall give Sprint written notice describing the alleged misuse ("Notice of Misuse"). Sprint shall immediately refrain from the alleged misuse until such time that Sprint responds in writing to AT&T ILLINOIS' Notice of Misuse, which shall be provided to AT&T ILLINOIS within twenty (20) calendar days after receipt of the Notice of Misuse. In the event Sprint agrees with AT&T ILLINOIS' allegation of misuse, Sprint shall refrain from the alleged misuse during the term of this Agreement.

3.2.5 In the event Sprint does not agree that Sprint's use of AT&T ILLINOIS OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.2.5.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, Sprint shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T ILLINOIS to be improper, until a mutually agreeable remedy to the alleged misuse has been implemented.

3.2.5.2 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.

3.3 In order to determine whether Sprint has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, AT&T ILLINOIS shall have the right to conduct an audit of Sprint's use of the AT&T ILLINOIS OSS. Such audit shall be limited to auditing those aspects of Sprint's use of the AT&T ILLINOIS OSS that relate to AT&T ILLINOIS' allegation of misuse as set forth in the Notice of Misuse. AT&T ILLINOIS shall give ten (10) calendar days advance written notice of its intent to audit Sprint ("Audit Notice") under this Section 3.3, and shall identify the type of information needed for the audit. Such Audit Notice may not precede AT&T ILLINOIS' Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), Sprint shall provide AT&T ILLINOIS with access to the requested information in any reasonably requested format, at an appropriate Sprint location, unless otherwise agreed to by the Parties. The audit shall be at AT&T ILLINOIS' 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 ILLINOIS 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 ILLINOIS.

3.4 AT&T ILLINOIS will and Sprint may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T ILLINOIS may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. Sprint and AT&T ILLINOIS are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T ILLINOIS has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

3.5 Due to enhancements and on-going development of access to AT&T ILLINOIS' OSS functions, certain interfaces described in this Attachment may be modified, temporarily unavailable or may be phased out after execution of this Attachment.

3.6 Sprint is responsible for obtaining operating system software and hardware to access AT&T ILLINOIS OSS functions as specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures," or any other documents or interface requirements subsequently generated by AT&T ILLINOIS.

4.0 Pre-ordering

4.1 AT&T ILLINOIS will provide real time access to pre-order functions necessary to support Sprint ordering of LNP. The following lists represent pre-order functions that are available to Sprint so that Sprint service requests may be created to comply with AT&T ILLINOIS ordering requirements.

4.2 Pre-ordering Functions for Wireless Number Portability include

4.2.1 Customer Service Information - CSI Inquiry

4.2.1.1 Sprint shall access Pre-order data bases for the sole purpose of performing porting functions. Sprint agrees that it will not access specified CSR information until after Sprint has obtained authorization from the End User for release of CPNI in compliance with conditions as described in Section 3.2.2 above of this Attachment.

4.2.2 Address Validation Inquiry

4.2.2.1 AT&T ILLINOIS provides the address validation function.

4.3 Electronic Access to Pre-Order Functions

4.3.1 AT&T ILLINOIS Pre-order Interface Availability: AT&T ILLINOIS will provide Sprint access to the following interfaces:

4.3.1.1 AT&T ILLINOIS will provide electronic access to OSS via web-based GUIs and application-to-application interfaces.

4.3.1.2 AT&T ILLINOIS 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 via AT&T ILLINOIS' Prime Access website. Documentation may be amended by AT&T ILLINOIS in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.

5.0 Ordering

5.1 AT&T ILLINOIS will make available to Sprints ordering interfaces for the sole purpose of ordering LNP. Any attempts to use other ordering functionality of the OSS interfaces for purposes other than LNP may result in forfeiture of electronic access to OSS. Consistent with OBF, the industry mechanism for ordering LNP is via the Local Service Request (LSR). The AT&T ILLINOIS Local Service Ordering Requirements (LSOR) document will be updated with the conditions for ordering Wireline-to-Wireless Number Portability. When ordering LNP, Sprint will format the service request, in accordance with the AT&T ILLINOIS LSOR. AT&T ILLINOIS will provide Sprint access to one or more of the following interfaces.

5.2 LNP Ordering Interface Availability:

5.2.1 AT&T ILLINOIS makes available to Sprint web-based GUIs and application-to-application interfaces for transmission of the Local Service Request (LSR) for the ordering of wireline-to-wireless number portability as defined by the OBF and via web-based GUIs and application-to-application interfaces. In ordering of LNP, Sprint and AT&T ILLINOIS will utilize industry guidelines developed by OBF and TCIF to transmit web-based GUIs and application-to-application interfaces data.

6.0 Provisioning

6.1 AT&T ILLINOIS will provide to Sprint with access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T ILLINOIS' Prime Access website, and application-to-application interfaces.

6.2 AT&T ILLINOIS shall perform porting functions during its regular working hours. To the extent Sprint requests a port to be performed outside AT&T ILLINOIS' regular working hours, or the work so requested requires AT&T ILLINOIS' technicians or project managers to work outside of regular working hours, AT&T ILLINOIS will assess overtime charges set forth in the applicable Pricing Sheet and/or AT&T ILLINOIS' intrastate Access Services Tariff.

7.0 Data Connection Security Requirements

7.1 Sprint agrees to comply with AT&T ILLINOIS 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&T ILLINOIS Prime Access website.

7.2 Sprint agrees that interconnection of Sprint data facilities with AT&T ILLINOIS data facilities for access to OSS will be in compliance with AT&T ILLINOIS' "CLEC OSS Interconnection Procedures" document current at the time of initial connection to AT&T ILLINOIS and available via the AT&T ILLINOIS Prime Access website.

7.3 Joint Security Requirements

7.3.1 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.).

7.3.2 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.

7.3.3 Sprint shall immediately notify AT&T ILLINOIS when an employee used ID is no longer valid (e.g. employee termination or movement to another department).

7.3.4 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.

7.3.5 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 Sprint's or AT&T ILLINOIS' 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.

7.3.6 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.

7.4 Additional Responsibilities of the Parties:

7.4.1 Modem/DSU Maintenance And Use Policy:

7.4.1.1 To the extent the access provided hereunder involves the support and maintenance of Sprint equipment on AT&T ILLINOIS' premises, such maintenance will be provided under the terms of the "CLEC OSS Interconnection Procedures" document cited above.

7.4.2 Monitoring:

7.4.2.1 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.

7.4.3 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.

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

7.4.5 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.

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

7.5 Information Security Policies and Guidelines for Access to Computers, Networks and Information By Non-Employee Personnel

7.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 7.6 below through Section 7.12 below inclusive summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to Sprint or AT&T ILLINOIS, respectively, as the providers of the computer, network or information in question.

7.5.2 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.

7.6 General Policies

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

7.6.2 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.

7.6.3 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.

7.6.4 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.

7.6.5 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.

7.7 User Identification

7.7.1 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.

7.7.2 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.

7.7.3 UserIDs will be revalidated on a monthly basis.

7.8 User Authentication

7.8.1 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.

7.8.2 Passwords must not be stored in script files.

7.8.3 Passwords must be entered by the user.

7.8.4 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 one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

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

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

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

7.9 Access and Session Control

7.9.1 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.

7.9.2 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.

7.10 User Authorization

7.10.1 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.

7.11 Software and Data Integrity

7.11.1 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.

7.11.2 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.

7.11.3 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.

7.11.4 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.

7.12 Monitoring and Audit

7.12.1 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:

7.13 "This is a(n) (AT&T ILLINOIS or Sprint) 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."

7.13.1 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.

8.0 Miscellaneous

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

8.2 Unless otherwise specified herein, charges for the use of AT&T ILLINOIS' OSS, and other charges applicable to pre-ordering, ordering, and provisioning, shall be assessed at the rates set forth in the applicable Pricing Schedule and/or tariffs.

8.3 Single Point of Contact:

8.3.1 Sprint will be the single point of contact with AT&T ILLINOIS except that AT&T ILLINOIS may accept a request directly from another WSP, or AT&T ILLINOIS, acting with authorization of the affected End User. Sprint and AT&T ILLINOIS shall indicate Letter of Authorization (LOA) proof of End User authorization in accordance with practices outlined on AT&T ILLINOIS' Prime Access website. The Parties shall each be entitled to adopt their own internal processes for verification of End User authorization for requests, provided, however, such processes shall comply with applicable state and federal law and industry and regulatory guidelines. AT&T ILLINOIS will notify Sprint that such a request has been processed but will not be required to notify Sprint in advance of such processing.

9.0 Service Bureau Provider Arrangement

9.1 AT&T ILLINOIS shall allow Sprint to access the applicable AT&T ILLINOIS OSS interfaces, as set forth in this Attachment of Sprint's Two Way Wireless Interconnection Agreement, via a Service Bureau Provider under the following terms and conditions.

9.2 When Sprint uses a SBP, Sprint shall submit LSR's to AT&T ILLINOIS' OSS as follows:

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

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

9.2.3 It shall be the obligation of Sprint to provide notice in accordance with the notice provisions of the Two-Way Wireless Interconnection Agreement General Terms and Conditions whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T ILLINOIS shall have a reasonable transition time to establish a connection to a Service Bureau Provider once Sprint provides notice. Additionally, AT&T ILLINOIS shall have a reasonable transition period to terminate any such connection after notice from Sprint that it has terminated its agency relationship with a Service Bureau Provider.

ATTACHMENT 04A - COLLOCATION

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1.0 Introduction

1.1 This Attachment sets forth the terms and conditions pursuant to which AT&T ILLINOIS will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). AT&T ILLINOIS will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to Sprint for the placement of Telecommunications Equipment as provided for in this Attachment solely for the purposes of transmitting and routing of traffic under the Collocator's interconnection agreement with AT&T ILLINOIS.

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 ILLINOIS property for the purposes set forth in 1.1 above.

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 General Terms and Conditions ("GT&Cs") of the Interconnection Agreement between the Collocator and AT&T ILLINOIS and all appendices and/or other Attachments, the Collocation Services Handbook, AT&T ILLINOIS' 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 ILLINOIS' TP-76300 which can be found on the AT&T's CLEC Online website. References to "this Agreement" herein include the General Terms and Conditions and the other Attachments which comprise Collocator's Interconnection Agreement.

1.4 Unless otherwise specified, intervals and processes are described online in the Collocation Services Handbook and/or the appropriate Technical Publication (TP) found on AT&T's CLEC Online website.

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

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

1.7 Scope:

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

1.7.2 AT&T ILLINOIS 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 ILLINOIS Approved Installation Supplier (AIS).

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

1.7.5 The Physical Collocator will provision, install and maintain its Collocation arrangement using the applicable AT&T ILLINOIS AIS. When space is Legitimately Exhausted inside an Eligible Structure, AT&T ILLINOIS will permit Collocation in Adjacent On-Site Structures located on AT&T ILLINOIS' 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 ILLINOIS AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T ILLINOIS 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 ILLINOIS will initiate all orders for such Billing Conversion and no non-recurring charges (NRCs) shall apply to Sprint 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 Attachment 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 Collocator 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 this Attachment, 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 ILLINOIS 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 ILLINOIS Approved Installation Supplier" ("AT&T ILLINOIS AIS") means the suppliers that are approved to perform CO installation work for AT&T ILLINOIS and for Collocators in AT&T ILLINOIS Eligible Structures.

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

2.2.2 AT&T ILLINOIS Collocation Approved Installation Suppliers Tier 2 (AT&T ILLINOIS 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).

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

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

2.5 "Billing Conversions" means that any 251(c)(6) Collocation Monthly Recurring Charge ("MRC") previously provided under tariff to Collocator, prior to the Effective Date of this Attachment, will be subject to the pricing contained within this Agreement upon the Effective Date of this Agreement.

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

2.7 "Collocator" is the WSP who places Telecommunications Equipment on AT&T ILLINOIS' Premises, within designated Collocation areas, for the sole purpose of Interconnecting with AT&T ILLINOIS for the purpose described in this Attachment.

2.7.1 A "Physical Collocator" is a Collocator that has a Physical Collocation arrangement on AT&T ILLINOIS Premise.

2.7.2 A "Virtual Collocator" is a WSP that has a Virtual Collocation arrangement on AT&T ILLINOIS 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" is defined as [a] connection scheme between cabling runs, subsystems, and equipment using patch cords or jumpers that attach to connecting hardware on each end.

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 ILLINOIS turns the functional Collocation space over to the requesting Collocator. The space is functional when AT&T ILLINOIS 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 ILLINOIS Eligible Structure.

2.14 "Effective Billing Date" means the date AT&T ILLINOIS 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 ILLINOIS' network for the transmission and routing of Telephone Exchange Service or Exchange Access and/or means the Collocator is using between sixty percent (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 ILLINOIS' Central Office (CO) and Serving Wire Centers, as well as, all buildings or similar structures owned or controlled by AT&T ILLINOIS that house its network facilities, and all structures that house AT&T ILLINOIS' facilities on public Rights-of-Way (ROW) as ROW is defined in the Attachment Structure Access.

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

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 "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 ILLINOIS' CO. This document is located on the AT&T CLEC Online Web-site and is amended from time to time.

2.22 "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.

2.23 "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.

2.23.1 "Physical Collocation" means space that is provided by AT&T ILLINOIS to Collocator for the purpose of interconnecting to AT&T ILLINOIS' network for the transmission and routing of Telephone Exchange Service or Exchange Access, or both pursuant to 47 U.S.C. §251(c)(2), of the Act.

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

2.25 "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.

2.26 "Technical Publications (TPs)" means the documents used for installation requirements, which can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be found on AT&T's CLEC Online website.

2.27 "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.

2.28 "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 ILLINOIS' network.

2.29 "Unused Space" means any space (i) existing in AT&T ILLINOIS' Eligible Structures at the time of a Collocation request, (ii) that is not subject to a valid space reservation by AT&T ILLINOIS or any Third Party, (iii) that is not occupied by AT&T ILLINOIS', 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 ILLINOIS' or its Affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T ILLINOIS' 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 ILLINOIS' warranty on proximate.

2.30 "Virtual Collocation" is provided for the purpose of interconnecting to AT&T ILLINOIS for the transmission and routing of Telephone Exchange Service or Exchange Access, or both, pursuant to 47 U.S.C. §251(c)(2 for the provision of a Telecommunications Service, 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 ILLINOIS AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T ILLINOIS 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.

3.2 The rates and charges in this Attachment are applicable only for Collocation arrangements in Eligible Structures as defined in 2.0 above of this Attachment. AT&T ILLINOIS 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 ILLINOIS retail services.

3.4 Hazardous Waste and Materials:

3.4.1 The Collocator and its AT&T ILLINOIS AIS and/or vendors, shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the AT&T ILLINOIS AIS shall adhere to all AT&T ILLINOIS requirements and shall coordinate with the AT&T ILLINOIS 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 ILLINOIS or other Telecommunications Carriers. The Collocator shall immediately report to the AT&T ILLINOIS 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 ILLINOIS Premises or any OSHA inspection or citations issued to the Collocator while on AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print-out of Circuit Facilities Assignment (CFA) to Sprint at Collocation space turnover. Sprint 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 ILLINOIS 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 ILLINOIS is responsible for providing the Collocator personnel a contact number for AT&T ILLINOIS personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week as defined in AT&T ILLINOIS' Interconnector's Collocation Services Handbook.

3.12.2 The Collocator is responsible for providing to AT&T ILLINOIS 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 ILLINOIS. 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 its emergency contact information.

3.13 Right-to-Use; Multiple Dedicated Spaces:

3.13.1 In accordance with this Attachment, AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS.

3.15 Service Coordination:

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

3.16 Access to the MDF:

3.16.1 AT&T ILLINOIS will not provide Collocator's personnel with direct access to AT&T ILLINOIS' MDF, with the exception of the Collocator's hired AT&T ILLINOIS' 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 agrees 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 ILLINOIS, which consent shall not be unreasonably withheld, conditioned or delayed.

3.17.2 AT&T ILLINOIS posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for the Collocator's reference on AT&T's CLEC Online website. When the Collocator's equipment is not listed on the approved AEL the equipment will be reviewed for safety by AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS network equipment areas of Eligible Structures by AT&T ILLINOIS or Collocator must meet AT&T ILLINOIS 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 ILLINOIS) 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 ILLINOIS and its contractors.

3.18.2 At an RT all Collocator equipment installation shall comply with AT&T ILLINOIS TP-76416, "Grounding and Bonding Requirements for Network Facilities" as found on AT&T's CLEC Online Website. Metallic cable sheaths and metallic strength members of optical fiber cables, as well as, the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.

3.18.3 In the event that AT&T ILLINOIS denied Collocation of Collocator's equipment citing safety standards, AT&T ILLINOIS will provide a list of AT&T ILLINOIS Telecommunications Equipment which AT&T ILLINOIS locates within the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T ILLINOIS 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 ILLINOIS believes that Collocator's equipment is not in use for Collocation or determines that the Collocator's equipment does not meet the minimum safety standards, AT&T ILLINOIS will notify the Collocator of its concerns. 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 ILLINOIS 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 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 ILLINOIS' written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS would take into account projected demand for Collocation of equipment. Subject to space availability and technical feasibility, AT&T ILLINOIS will ensure that the Collocator is provided Collocation space at least equal in quality to that provided to AT&T ILLINOIS, its Affiliates or other Parties to which it provides interconnection.

3.21 Dedicated Space Use and Access:

3.21.1 AT&T ILLINOIS voluntarily allows Collocator via the AT&T ILLINOIS 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 ILLINOIS and Collocator mutually agree to such placement, in AT&T ILLINOIS' Premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

3.21.2 AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS grounds surrounding the Eligible Structure in which the Dedicated Space is located excluding signage required by applicable laws and 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS AISs with AT&T ILLINOIS' policies and practices pertaining to fire, safety and security (e.g., the Collocator must comply with 4.1010 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 ILLINOIS' receipt of the BFFO (Bona Fide Firm Order). 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 ILLINOIS or the Physical Collocator has not yet submitted an access request form to AT&T ILLINOIS, the Physical Collocator shall be permitted to access the Physical Collocation space accompanied by a AT&T ILLINOIS 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 ILLINOIS employees spend traveling per the rates listed in the Pricing Schedule. The Physical Collocator must request that escorted access be provided by AT&T

ILLINOIS to the Physical Collocator's designated Collocation space at a mutually agreed to time. An AT&T ILLINOIS security escort will be required whenever the Physical Collocator or its approved agent or AT&T ILLINOIS AIS requires access to the entrance manhole. AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS, in the same condition as when first occupied by the Physical Collocator, except for ordinary wear and tear, damage due to a Force Majeure event, or damage caused by a Third Party that is not an agent of the Collocator and for whose conduct Collocator is not otherwise responsible.

3.22.3 AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS with notice at the time of dispatch of its own employee or AT&T ILLINOIS 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 ILLINOIS AIS utilizing the appropriate request forms located on AT&T's CLEC Online website. The Physical Collocator must submit to AT&T ILLINOIS the completed form for all employees and AIS requiring access to AT&T ILLINOIS' 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 ILLINOIS expedite the issuance of the access keys/cards and/or ID cards, and AT&T ILLINOIS 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 ILLINOIS to the Physical Collocator for its employees and AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS premises.

3.23.5 Lost or Stolen Access Devices:

3.23.5.1 The Physical Collocator shall immediately notify AT&T ILLINOIS in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS' 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 by the Collocator 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS Premises, hereinafter referred to individually or collectively as "Alterations", without the expressed written consent of AT&T ILLINOIS, which shall not be unreasonably withheld, conditioned or delayed. 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS AIS Requirements:

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

3.30 Construction Notification:

3.30.1 AT&T ILLINOIS will notify the Physical Collocator in writing 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 ILLINOIS 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 ILLINOIS will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T ILLINOIS 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 ILLINOIS shall maintain publicly available documents on AT&T's CLEC Online website, indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS may make a determination that space in an Eligible Structure is Legitimately Exhausted, AT&T ILLINOIS must have removed all unused obsolete equipment from the Eligible Structure, if requested by Sprint 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 ILLINOIS' response to a Collocator's application or in provisioning Collocation arrangements. AT&T ILLINOIS may reserve space for transport equipment for the current year plus two (2) years. Additionally, AT&T ILLINOIS may not reserve space for equipment for itself, or advanced or interLATA services Affiliates or other Affiliates of AT&T ILLINOIS or for future use by AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS' Right of Access:

3.33.1 AT&T ILLINOIS, its employees, and other AT&T ILLINOIS authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) calendar days advance written 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 ILLINOIS hereunder, and for any other purpose deemed reasonable by AT&T ILLINOIS, provided however AT&T ILLINOIS' employees, agents and contractors will not touch Collocator's equipment during such entry.

3.33.2 AT&T ILLINOIS 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 ILLINOIS equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T ILLINOIS 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 its 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 16.0 below;

3.34.1.2 Its equipment;

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

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

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

3.34.1.6 If Sprint chooses to use a point-of-termination ("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 ILLINOIS neither accepts nor assumes any responsibility whatsoever in any of the areas in this Section 3.34 headed Physical Collocator's Equipment, Facilities & Responsibilities.

3.35 Virtual Collocator Equipment, Facilities & Responsibilities:

3.35.1 The Virtual Collocator's AT&T ILLINOIS 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). The Virtual Collocator's virtually collocated equipment will be maintained by AT&T ILLINOIS. The Collocator will, at its expense, provide the following:

3.35.1.1 Its fiber optic cable(s) or other permitted transmission media

3.35.1.2 Its equipment;

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

3.35.1.4 DC power delivery cabling between the Collocator's equipment and AT&T ILLINOIS' 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 4.10.3 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 ILLINOIS property. Suitable replacements are to be immediately provided to AT&T ILLINOIS 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 ILLINOIS 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 Two Way Wireless Interconnection Agreement – General Terms and Conditions of this Agreement.

4.2 Third Parties: The Parties acknowledge the following: that AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS or the Collocator or its agents or employees.

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

4.5 Force Majeure Events shall be governed by the Two Way Wireless Interconnection Agreement – General Terms and Conditions of this Agreement.

4.6 Insurance shall be governed by Section 6 of the Two Way Wireless Interconnection Agreement – General Terms and Conditions of this Agreement.

4.7 Indemnification of AT&T ILLINOIS:

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

4.7.2 Both AT&T 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 one's services or equipment.

4.8 Casualty Loss:

4.8.1 Damage to Collocation Space:

4.8.1.1 If the Collocation Space is damaged by fire or other casualty that is not the result of the Collocator or Collocator's agents, and (1) the Collocation Space is usable, AT&T ILLINOIS shall repair the same at its expense and the monthly charge shall not be abated, or (2) the Collocation Space is rendered unusable in whole or in part and such damage or destruction can be repaired within ninety (90) Business Days, AT&T ILLINOIS 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 ILLINOIS opts not to rebuild, then AT&T ILLINOIS 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 ILLINOIS 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.

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

4.9 Damage to Eligible Structure:

4.9.1 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 ILLINOIS' opinion be advisable, AT&T ILLINOIS, at its option, may terminate services provided via this Attachment. AT&T ILLINOIS 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.

4.10 Security:

4.10.1 AT&T ILLINOIS may impose the following reasonable non-discriminatory security measures on Collocator to assist in protecting its network and equipment from harm. AT&T ILLINOIS may use security measures expressly allowed by the FCC. In addition, AT&T ILLINOIS may impose security arrangements as stringent as the security arrangements AT&T ILLINOIS 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 ILLINOIS may impose the more stringent requirements. AT&T ILLINOIS will not impose discriminatory security requirements that result in increased Collocation costs without the concomitant benefit of providing necessary protection of AT&T ILLINOIS' 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.

4.10.2 Collocator will conduct background checks of its employee 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.

4.10.3 Collocator shall provide its employees and/or the AT&T ILLINOIS 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 ILLINOIS Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Collocator's name. AT&T ILLINOIS reserves the right to remove from an AT&T ILLINOIS premises any employee of Collocator not possessing identification issued by Collocator or who has violated any of AT&T ILLINOIS' policies as outlined in the AT&T ILLINOIS Security documents.

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

4.10.3.2 Collocator and AT&T ILLINOIS will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T ILLINOIS for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS property:

4.10.3.2.1 Theft or destruction of AT&T ILLINOIS' or Collocator's property;

4.10.3.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T ILLINOIS property;

4.10.3.2.3 Threats or violent acts against other persons on AT&T ILLINOIS property;

4.10.3.2.4 Knowing violations of any local, state or federal law or the requirements of this Agreement on AT&T ILLINOIS property;

4.10.3.2.5 Permitting unauthorized persons access to AT&T ILLINOIS or Collocator's equipment on AT&T ILLINOIS property; and

4.10.3.2.6 Carrying a weapon on AT&T ILLINOIS property.

4.10.3.3 In addition, AT&T ILLINOIS may interview Collocator's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an AT&T ILLINOIS Premises or involving AT&T ILLINOIS' or another Collocated Telecommunications Carrier's property or personnel, provided that AT&T ILLINOIS shall provide reasonable prior notice to and obtains approval of Collocator's Security representative for such interview. Collocator and its employees, agents, suppliers, or Guests shall reasonably cooperate with AT&T ILLINOIS' investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Collocator's employees, agents, suppliers, or Guests. Additionally, AT&T ILLINOIS 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 ILLINOIS will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T ILLINOIS or the Collocator

4.10.3.4 AT&T ILLINOIS may use reasonable security measures to protect its equipment. In the event AT&T ILLINOIS elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T ILLINOIS 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 ILLINOIS' equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T ILLINOIS 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 ILLINOIS' equipment at the time the price quote is given.

4.10.3.4.1 AT&T ILLINOIS' construction of an interior security partition around its own equipment shall not interfere with a Collocator's access to its equipment, including equipment Collocated directly adjacent to AT&T ILLINOIS' equipment. AT&T ILLINOIS' construction of an interior security partition around its own equipment shall not impede a Telecommunications Carrier's ability to collocate within AT&T ILLINOIS' space. To the extent that AT&T ILLINOIS is required to install additional security measures within its interior security partition because a Collocator has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T ILLINOIS' expense.

4.10.3.4.2 AT&T ILLINOIS' enclosure of its own equipment will not unreasonably increase a Collocator's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T ILLINOIS' 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 ILLINOIS at a level equal in quality to that which AT&T ILLINOIS obtains within its own network or AT&T ILLINOIS provides to an Affiliate, subsidiary, or other Party.

5.1.1.2 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.

5.1.1.3 AT&T ILLINOIS 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 ILLINOIS may need to request additional information from Collocator. Collocator agrees to use its best efforts to provide such information to AT&T ILLINOIS in a timely manner.

5.1.2 Multi-functional equipment shall be deemed necessary for Interconnection 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, 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. 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 ILLINOIS' property.

5.2 Demarcation Point - AT&T ILLINOIS

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

5.2.2 The Physical Collocator or its AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS will maintain the Virtual Collocation arrangement.

5.3 Types of Available Physical Collocation Arrangements:

5.3.1 AT&T ILLINOIS will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment and the AT&T CLEC Online 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 ILLINOIS 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). Accordingly, AT&T ILLINOIS will not provide the Physical Collocator with direct access to AT&T ILLINOIS' MDF, with the exception of the AT&T ILLINOIS' AIS Tier 1.

5.3.2.2 AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS 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. 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 Attachment, except where the

AT&T ILLINOIS Premises is located within a leased space and AT&T ILLINOIS is prohibited by said lease from offering such an option to the Physical Collocator. AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS to request the provisioning of interconnecting facilities and/or services between AT&T ILLINOIS and the Guest(s). The bill for these interconnecting facilities and/or services will be charged to the Guest(s) pursuant to the applicable Guest's Interconnection Agreement with AT&T ILLINOIS.

5.3.5 Cageless Collocation:

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

5.3.5.2 AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS CO is Legitimately Exhausted AT&T ILLINOIS will permit the Physical Collocator to Physically Collocate on AT&T ILLINOIS' property in the Physical Collocator's adjacent structures similar to structures that AT&T ILLINOIS uses to house Telecommunication Equipment, to the extent Technically Feasible.

5.4.2 AT&T ILLINOIS and Sprint will mutually agree on the location of the designated space on AT&T ILLINOIS premises where the Adjacent Structure will be placed. AT&T ILLINOIS will not unreasonably withhold, condition or delay 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS shall permit the Physical Collocator to place its own equipment in compliance with 3.34 above, 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 ILLINOIS AIS. Accordingly, AT&T ILLINOIS will not provide the Physical Collocator's personnel or agents with direct access to AT&T ILLINOIS' MDF, with the exception of the AT&T ILLINOIS' 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 ILLINOIS' 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 ILLINOIS 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 ILLINOIS Eligible Structure, AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS is ordered as set forth in AT&T ILLINOIS' Interconnector's Collocation Services Handbook for Virtual Collocation. AT&T ILLINOIS 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 ILLINOIS 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 Attachment.

6.0 Reports

6.1 Space Availability Report:

6.1.1 Sprint may request a space availability report prior to its application for Collocation space within AT&T ILLINOIS' 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 ILLINOIS is taking to make additional space available for Collocation. Sprint 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 ILLINOIS Premises for which the space availability report was requested by Sprint.

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

7.0 Application Process

7.1 AT&T ILLINOIS 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, Sprint and AT&T ILLINOIS will follow the Collocation Application ("Application") process in the AT&T ILLINOIS' 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's CLEC Online website and will pay AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS prior to the Collocation space being turned over to the Collocator. AT&T ILLINOIS- processes the payment of the aforementioned NRCs in two installments: fifty percent (50%) of the applicable NRCs are due upon the Collocator's deliverance of the signed BFFO to AT&T ILLINOIS with the remaining fifty percent (50%) payment due two weeks prior to the Collocation space turnover.

7.3 Space Unavailability Determination and Resolution:

7.3.1 In responding to an Application request if space is not available, AT&T ILLINOIS will notify the Collocator in writing that its application for Collocation Space is denied due to the lack of space and no Application fee shall apply. If AT&T ILLINOIS knows when additional Collocation space may become available at the AT&T ILLINOIS CO requested by Collocator such information will be provided to Collocator in AT&T ILLINOIS' written denial of Collocation Space. AT&T ILLINOIS 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 its 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 promptly to the Collocator. When AT&T ILLINOIS' 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 ILLINOIS will bill the applicable Application/Planning fee.

7.3.3 In the event of a denial, AT&T ILLINOIS will file a notice that the Collocator's request was denied with the Commission. When contested in support of its denial, AT&T ILLINOIS 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 ILLINOIS 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; and

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

7.3.4 In the event AT&T ILLINOIS 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 ILLINOIS' 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 ILLINOIS representative and the representative of the Collocator, who will participate in the tour.

7.3.6 AT&T ILLINOIS 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 ILLINOIS' 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 ILLINOIS. The Collocator and AT&T ILLINOIS shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS will

charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by AT&T ILLINOIS.

7.4.2 Once AT&T ILLINOIS has provided the BFFO/quote and Collocator has accepted and authorized AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS' Interconnector's Collocation Services Handbook at the AT&T CLEC Online website.

7.7 Intervals for Interconnection & Power Cabling:

7.7.1 Collocator shall consult the AT&T CLEC Online Handbook for information regarding interval changes regarding Interconnection to and/or Power Cabling changes. Collocator must use an AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS shall determine what modifications, if any, to the AT&T ILLINOIS Premises are required to accommodate the change(s) requested by Collocator in the subsequent Application. Such modifications to the AT&T ILLINOIS 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 ILLINOIS has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T ILLINOIS has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T ILLINOIS 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 ILLINOIS will provide the Collocator with a detailed invoice showing the actual costs it incurred associated with preparation.

10.0 Occupancy – Physical Collocation Only

10.1 Unless there are unusual circumstances, AT&T ILLINOIS will notify the Physical Collocator that the Dedicated Space is ready for occupancy after AT&T ILLINOIS' 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 ILLINOIS ("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 ILLINOIS. 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 ILLINOIS. The agreed upon exceptions shall be corrected by AT&T ILLINOIS by a mutually agreed upon date. The correction of these exceptions shall be at AT&T ILLINOIS' expense. AT&T ILLINOIS will then establish a new Space Ready Date.

10.3 Upon completion of corrections described in Section 10.2, AT&T ILLINOIS 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 walk-through will be limited to only those corrections identified and agreed to by the Parties in the initial walk-through, as described in Section 10.2 above. If a follow-up acceptance walk-through is not requested by the Physical Collocator within fifteen (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 ILLINOIS 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 ILLINOIS 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 ILLINOIS COs before AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS' 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 ILLINOIS' network. For the purpose of this Attachment, AT&T ILLINOIS may refuse to accept any orders for cross-connects until it has received such notice from the Physical 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 ILLINOIS' network pursuant to Section 251(c)(2) within one hundred eighty (180) calendar days after receipt of Notice that AT&T ILLINOIS 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 ILLINOIS meeting all the requirements of Section 5.15.0 above and 10.7 above and the space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, then AT&T ILLINOIS has the right to reclaim the Dedicated Space. AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS' satisfaction that the Collocator's apparent inefficient use of space is caused by the Collocator holding Unused Space for future use on the same basis that AT&T ILLINOIS 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 ILLINOIS.

12.0 Relocation

12.1 AT&T ILLINOIS Requested Relocation:

12.1.1 When AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS, 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 ILLINOIS' reasonable discretion.

12.1.5 A Collocator's presence in AT&T ILLINOIS COs or adjacent space Collocation structures must not prevent AT&T ILLINOIS 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 Collocator 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 ILLINOIS 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 ILLINOIS 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 an AT&T ILLINOIS 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 ILLINOIS (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 ILLINOIS' space inventory.

13.1.4 The Collocator shall return the Collocation space to AT&T ILLINOIS in the same condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear, damage due to a Force Majeure

event, or damage caused by a Third Party that is not an agent of the Collocator and for whose conduct Collocator is not otherwise responsible.

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

13.1.6 The Collocator shall be responsible for the cost of removing any Collocator constructed enclosure, as well as any Collocator 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 ILLINOIS 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 ILLINOIS to remove the Collocator's equipment and facilities via use of AT&T ILLINOIS AIS from AT&T ILLINOIS' 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 ILLINOIS 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 ILLINOIS may arrange for the removal, and the Collocator will be responsible for any costs 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 ILLINOIS 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 ILLINOIS. 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 ILLINOIS.

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 ILLINOIS turns over the Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the Dispute Resolution Process in the General Terms and Conditions of the Two Way Wireless Interconnection Agreement between AT&T ILLINOIS and Collocator. AT&T ILLINOIS' 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 ILLINOIS 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 ILLINOIS 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 agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T ILLINOIS equipment and other items in or otherwise associated with each Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold AT&T ILLINOIS harmless from any Third Party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T ILLINOIS equipment and other items.

13.2.3 AT&T ILLINOIS 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 ILLINOIS begins to convert the Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such NRCs, AT&T ILLINOIS shall finish the work to convert the space within thirty (30) calendar days. AT&T ILLINOIS 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 4.10 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS rack level. Collocator must use the AT&T ILLINOIS AIS for this procedure and AT&T ILLINOIS AIS must follow the appropriate TP found on AT&T's CLEC Online website.

14.0 Fiber Optic Cable and Demarcation Point

14.1 Fiber Optic Cable Entrance Facilities:

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

14.1.2 The Collocator is responsible for bringing its entrance facilities to the entrance manhole(s) designated by AT&T ILLINOIS, and leaving sufficient length of the cable in the manhole for AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS will splice the Collocator provided entrance fiber to an AT&T ILLINOIS fiber cable terminated on AT&T ILLINOIS' 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 ILLINOIS, no later than fifteen (15) calendar days prior to the end of the one hundred twenty (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 ILLINOIS designated splice point for Virtual. In addition, AT&T ILLINOIS 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 ILLINOIS, or the Commission, that use of such cable will not impair AT&T ILLINOIS' 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 ILLINOIS shall provide a minimum of two separate points of entry into the Eligible Structure, where AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS and the Collocator(s).

14.7 AT&T ILLINOIS 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 ILLINOIS also has access to more than two such entry points. Where AT&T ILLINOIS performs such work in order to accommodate its own needs and those specified in the Collocator's written request, the Collocator and AT&T ILLINOIS 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 ILLINOIS 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 Collocator entrance facility conduit can be found in the AT&T CLEC Online Handbook.

16.0 Virtual Collocation – Cooperative Responsibilities

16.1 The Virtual Collocator will work cooperatively with AT&T ILLINOIS 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 ILLINOIS on anticipated additional Virtual Collocation requirements;

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

16.2 Installation of Virtual Collocation Equipment:

16.2.1 AT&T ILLINOIS 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 ILLINOIS 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 an AT&T ILLINOIS AIS.

16.2.4 The Collocator and AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS may perform necessary repairs without prior notification. The labor rates specified in the Pricing Schedule apply to AT&T ILLINOIS COs and AT&T ILLINOIS CEVs, huts and cabinets and are applicable for all repairs performed by AT&T ILLINOIS on the Collocator's facilities and equipment.

16.3.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T ILLINOIS 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 ILLINOIS 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 may 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 ILLINOIS will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator with the exception of emergencies.

17.0 Interconnection to Others within the same Eligible Structure

17.1 Upon receipt of a BFFO, AT&T ILLINOIS will permit the Collocator to construct, via an AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS AIS Tier 1 to place the Collocator to Collocator connection.

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

17.1.4 With its 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 Collocator to Collocator connection shall utilize AT&T ILLINOIS 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:

18.1.1 Collocator will be responsible for all extraordinary construction costs, incurred by AT&T ILLINOIS 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).

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

18.1.3 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T ILLINOIS commencing such work.

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

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

18.1.6 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 ILLINOIS or other Collocator's except on a pro-rated basis where reasonable.

19.0 DC Power Arrangement Provisioning and Power Reduction

19.1 In a CO AT&T ILLINOIS shall make available -48V DC power to serve the Collocator's equipment. When obtaining DC power from an AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS AIS Tier 1 to run the power distribution feeder cable from the AT&T ILLINOIS Power Source to the equipment in Collocator's Collocation arrangement. The AT&T ILLINOIS AIS Tier 1 contracted by Collocator must provide AT&T ILLINOIS with a copy of the engineering power specifications prior to the day on which Collocator's equipment becomes operational (hereinafter "Commencement Date"). AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS or an equivalent panel provided by the Collocator's AT&T ILLINOIS 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 ILLINOIS technical support. See the AT&T CLEC Online 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 ILLINOIS provides an Integrated Ground Plane to serve the Collocator's equipment in the same manner as AT&T ILLINOIS 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 ILLINOIS AIS Tier 1 to remove the terminations at both ends of the power cable feed and cut cables up to the AT&T ILLINOIS 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 ILLINOIS 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 its Collocation Arrangement when submitting its 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 ILLINOIS BDFB or an AT&T ILLINOIS 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 its 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 ILLINOIS 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 ILLINOIS AIS Tier 1 to coordinate fuse changes at the AT&T ILLINOIS 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 ILLINOIS 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 ILLINOIS AIS Tier 1 power supplier to coordinate the fuse changes at the AT&T ILLINOIS power plant.

19.5.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T ILLINOIS' BDFB (Battery Distribution Fuse Bay) or power plant, the AT&T ILLINOIS 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 ILLINOIS rack level. Collocator must use an AT&T ILLINOIS 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:

20.1.1 When the requirements of this Attachment are met, collocation will be allowed in Controlled Environmental Vaults (CEV's), Huts and Cabinets and other owned or controlled AT&T ILLINOIS 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).

20.1.2 AT&T ILLINOIS 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.

20.2 AT&T ILLINOIS: RT Collocation Arrangements:

20.3 AT&T ILLINOIS shall make available -48V DC power for Collocator's RT Collocation arrangement at an AT&T ILLINOIS 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 05 – 911/E911

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for 911 Service Access provided by AT&T ILLINOIS to Sprint's for access to the AT&T ILLINOIS 911/E911 Databases, and Interconnection to the AT&T ILLINOIS 911 Selective Router for the purpose of call routing of 911 Calls for completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. The trunking requirements contained in this Attachment are to be used solely for 911 Call routing. Said call routing shall be solely for completion of Sprint 911 Calls, except that it may also be for completion of other carriers' 911 Calls if the appropriate Public Safety Answering Point informs AT&T ILLINOIS in writing that it is willing to receive Sprint's and other carriers' 911 Calls on the same facilities/Trunks and if Sprint, AT&T ILLINOIS and the PSAP successfully test that arrangement. If Sprint does complete other carriers' 911 Calls pursuant to the preceding sentence, Sprint shall comply, with respect to said 911 Calls, with all requirements of this Attachment that apply to Sprint's 911 Calls, and Sprint shall be fully responsible, to the exclusion of AT&T ILLINOIS, for all dealings and communications with the other carriers' whose 911 traffic Sprint routes with respect to that traffic.

1.2 Wireless E911 Service Access is a service which enables Sprint's use of AT&T ILLINOIS 911 network service elements which AT&T ILLINOIS uses in the provision of E911 Universal Emergency Number/911 Telecommunications Services, where AT&T ILLINOIS is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from AT&T ILLINOIS. Wireless E911 Service Access makes available to Sprint only the service configuration purchased by the E911 Authority from AT&T ILLINOIS. AT&T ILLINOIS shall provide Wireless E911 Service Access to Sprint as described in this Attachment, in each area in which (i) Sprint is authorized to provide wireless services and (ii) AT&T ILLINOIS s the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of wireless services make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with Sprint's Phase I and Phase II E911 obligations.

1.3 The Parties acknowledge and agree that AT&T ILLINOIS can only provide E911 Service in a territory where AT&T ILLINOIS is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to AT&T ILLINOIS' E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties. Sprint reserves the right to disconnect E911 facilities/Trunks from AT&T ILLINOIS' Selective Router(s) serving a given PSAP if Sprint no longer provides service to customers in the territory served by such PSAP(s). Upon Sprint providing prior written notice to AT&T ILLINOIS that Sprint is no longer providing service in the territory served by a given PSAP, AT&T ILLINOIS will cease billing Sprint for such E911 facilities/Trunks upon the effective due date of a complete and accurate disconnect order. Any decision, to disconnect E911 facilities/Trunks under this section is Sprint's decision, to the exclusion of AT&T ILLINOIS, and AT&T ILLINOIS shall not be liable to Sprint or to any other person for damage or injury resulting from any such decision or disconnection.

2.0 Definitions

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

2.2 "911 Call(s)" means a call made by an WSP's Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.

2.3 "Automatic Location Identification" or "ALI" means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.

2.4 "Automatic Location Identification Database" or "ALI Database" means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the WSP name, Call Back Number, and Cell Site/Sector Information.

2.5 "Automatic Number Identification" or "ANI" means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is

automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.

2.6 "Call Back Number" means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a WSP's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the WSP's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

2.7 "Call Path Associated Signaling" or "CAS" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.

2.8 "Centralized Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the WSP's switch to an AT&T ILLINOIS E911 Selective Router.

2.9 "Cell Sector" means a geographic area defined by WSP (according to WSP's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

2.10 "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.

2.11 "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a WSP's Wireless End User, and which may also include additional information regarding a Cell Sector.

2.12 "Common Channel Signaling/Signaling System 7 Trunk" or "CCS/SS7 Trunk or SS7 Signaling" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from WSP's switch to an AT&T ILLINOIS 911 Selective Routing Tandem.

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

2.14 "E911 Authority" means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully designated as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.

2.15 "E911 Service" means the functionality to route wireless 911 Calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.

2.16 "E911 Trunk" means one-way terminating circuits which provide a trunk-side connection between WSP's network and AT&T ILLINOIS 911 Selective Router Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.

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

2.18 "Emergency Service Number" or "ESN" is a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

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

2.20 "Emergency Service Routing Digits" or "ESRD" is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.

2.21 "Emergency Service Routing Key" or "ESRK" is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.

2.22 "End User", for purposes of this Attachment only, means the 911 caller.

2.23 "Hybrid CAS" means a wireless 911 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.

2.24 "Meet Point" for the purposes of this Attachment 05 – 911/E911 only, means the demarcation between the AT&T ILLINOIS 911 network and Sprint's network.

2.25 "Mobile Directory Number" or "MDN" means a 10-digit dialable directory number used to call a Wireless Handset.

2.26 "Mobile Identification Number" or "MIN" means a 10-digit number assigned to and stored in a Wireless Handset.

2.27 "NENA Company Identifier" or "NENA ID" means the three to five (3 to 5) character identifier obtained by the Customer from the National Emergency Number Association (NENA), 4350 N. Fairfax Drive, Suite 750, Arlington, VA 22203-1695. The NENA company ID allows the PSAP to identify the switching carrier for the caller, and to determine the 24 x 7 number of the Company for emergency contact needs.

2.28 "Non-Call path Associated Signaling" or "NCAS" means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.

2.29 "Phase I" - as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.

2.30 "Phase II" - as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.

2.31 "Public Safety Answering Point" or "PSAP" means an answering location for 911 Calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.32 "Pseudo Automatic Number Identification ("pANI")" is a 10-digit telephone number used to support routing of wireless 911 Calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller's MDN.

2.33 "Selective Router" means/refers to the equipment that provides the 911 functionality contained within a Central Office and provides the tandem switching of 9-1-1 calls. It controls delivery of the voice call with ANI to the PSAP.

2.34 "Selective Routing" means the routing of a 911 Call to the proper PSAP based upon the location of the caller. Selective Routing is controlled by the ESN which is derived from the customer location.

2.35 "Service Provider" means an entity that provides one or more of the following 911 elements; network, database, or CPE.

2.36 "Shell Record" means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from Sprint's network prior to updating the ALI record and forwarding to the appropriate PSAP.

2.37 "Wireless Handset" means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3.0 AT&T ILLINOIS Responsibilities

3.1 AT&T ILLINOIS shall provide and maintain such equipment at the E911 Selective Router and the DBMS as is necessary to perform the E911 Services set forth herein when AT&T ILLINOIS is the 911 service provider. AT&T ILLINOIS shall provide 911 Service to Sprint in areas where Sprint is licensed to provide service and AT&T ILLINOIS provides the 911 System component. In such situations, AT&T ILLINOIS shall provide Sprint access to the AT&T ILLINOIS 911 System as described in this section.

3.2 Call Routing

3.2.1 AT&T ILLINOIS will route 911 Calls from the AT&T ILLINOIS Selective Router to the designated Primary PSAP according to routing criteria specified by the PSAP.

3.2.2 When routing a 911 Call and where AT&T ILLINOIS is the ALI Database Provider, in a Phase I application, AT&T ILLINOIS will forward the Phase I data as provided by Sprint and in a Phase II application, where Phase II service has been initiated by the PSAP, AT&T ILLINOIS will forward the Phase I and Phase II data as provided by Sprint.

3.3 Facilities and Trunking

3.3.1 AT&T ILLINOIS shall provide and maintain sufficient dedicated E911 trunks from AT&T ILLINOIS' Selective Routers to the PSAP of the E911 Authority, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.

3.3.2 After receiving Sprint's order, AT&T ILLINOIS will provide, and Sprint agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable AT&T ILLINOIS tariff within the serving state. Additionally, when Sprint requests diverse facilities, AT&T ILLINOIS will provide such diversity where technically feasible, at standard tariff rates.

3.3.3 AT&T ILLINOIS and Sprint will cooperate to promptly test all Trunks and facilities between Sprint's network and the AT&T ILLINOIS Selective Router(s).

3.3.4 AT&T ILLINOIS will be responsible for the coordination and restoration of all 911 network maintenance problems to Sprint's facility Meet Point.

3.4 Database

3.4.1 Where AT&T ILLINOIS manages the 911 and E911 Databases and Sprint deploys a CAS or Hybrid-CAS Solution, and also NCAS in AT&T ILLINOIS, utilizing AT&T ILLINOIS E911 DBMS:

3.4.1.1 AT&T ILLINOIS shall store Sprint's Shell records in the electronic data processing database for the E911 DBMS.

3.4.1.2 AT&T ILLINOIS shall coordinate access to the AT&T ILLINOIS E911 DBMS for the initial loading and updating of Sprint's records.

3.4.1.3 AT&T ILLINOIS' ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.1.4 Sprint's designated third-party provider may perform the above database functions.

3.4.2 Where AT&T ILLINOIS manages the 911 and E911 Databases, and Sprint deploys an NCAS solution:

3.4.2.1 AT&T ILLINOIS will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4.0 Sprint's Responsibilities

4.1 Call Routing

4.1.1 Where AT&T ILLINOIS is the 911 System Service Provider, Sprint will route 911 Calls from Sprint's network to the AT&T ILLINOIS Selective Router office of the 911 system.

4.1.2 Depending upon the network service configuration, Sprint will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the AT&T ILLINOIS 911 SR.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority or PSAP, Sprint shall provide or order from AT&T ILLINOIS transport facilities to the Meet Point at each AT&T ILLINOIS 911 Selective Router that serves the areas in which Sprint is licensed to and will provide wireless service. Sprint is responsible for the facilities on the Sprint side of the 911 Selective Router. Facility rates can be found in the State Special Access Tariff.

4.2.2 Sprint shall be responsible for determining and maintaining facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between Sprint's network and the AT&T ILLINOIS Selective Router.

4.2.3 Sprint acknowledges that its End Users in a single local calling scope may be served by different Selective Routers and Sprint shall be responsible for providing facilities to route 911 Calls from its End Users to the proper E911 Selective Router.

4.2.4 Sprint shall order from AT&T ILLINOIS a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from Sprint's network to each AT&T ILLINOIS 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.

4.2.5 Sprint is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.

4.2.6 Sprint shall engineer its 911 trunks to maintain a minimum P.01 grade of service as recommended by NENA standards, where the PSAP follows those NENA Standards.

4.2.7 In order to implement E911 Service, Sprint or its agent is responsible for ordering the appropriate data circuit as specified by AT&T ILLINOIS technical reference located on the appropriate AT&T Prime Access website, from Sprint's network to the appropriate AT&T ILLINOIS ALI server where AT&T ILLINOIS is the designated ALI Database Provider. Such data circuit may be ordered from AT&T ILLINOIS affiliate or vendor of Sprint's choice.

4.2.8 Sprint shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. Subject to Section 4.2.6, if Sprint's traffic study indicates that additional trunks are needed to meet the current level of 911 Call volumes, Sprint shall request additional trunks from AT&T ILLINOIS.

4.2.9 Sprint will cooperate with AT&T ILLINOIS to promptly test all 911 trunks and facilities between Sprint's network and the AT&T ILLINOIS 911 Selective Router(s) to assure proper functioning of 911 service. Sprint agrees that it will not pass live 911 traffic until both Parties complete successful testing.

4.2.10 Sprint is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to the Meet Point. Sprint is responsible for advising AT&T ILLINOIS of the circuit identification and the fact that the circuit is a 911 circuit when notifying AT&T ILLINOIS of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T ILLINOIS will refer network trouble to Sprint if no defect is found in AT&T ILLINOIS' 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Where AT&T ILLINOIS is the 911 System Service Provider, and Sprint deploys a CAS or Hybrid CAS Solution utilizing AT&T ILLINOIS 911 DBMS:

4.3.1.1 Sprint or its agent shall be responsible for providing Sprint's Shell Records, and all associated records (i.e. NPA NXX table form and MPC Cross Reference form) to AT&T ILLINOIS or AT&T ILLINOIS' designated agent, for inclusion in AT&T ILLINOIS' DBMS, Selective Router and MPC Cross Reference tables on a timely basis in an electronic format based upon established NENA

standards and as directed in the Wireless E911 Carrier Guide (located on the AT&T ILLINOIS Prime Access website. Sprint or its agent shall provide initial and ongoing updates of Sprint's ALI records that are in electronic format based upon established NENA Standards.

4.3.1.2 Sprint shall adopt use of a Company ID on all Sprint Shell Records in accordance with NENA standards. The Company ID is used to identify Sprint in facility configurations. Sprint is responsible for providing updates to AT&T ILLINOIS 911 DBMS; in addition, Sprint is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.4 Other

4.4.1 Sprint is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on Sprint and/or End Users by any municipality or other governmental entity within whose boundaries Sprint provides wireless service.

4.4.2 In the event that there is a valid E911 Phase II PSAP request, Sprint shall notify AT&T ILLINOIS 911 Account Manager at least ninety (90) calendar days prior to Sprint's proposed Phase II implementation state.

5.0 Responsibilities Of Both Parties

5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 Calls from Sprint's network to the designated AT&T ILLINOIS 911 Selective Router(s).

6.0 Methods and Practices

6.1 With respect to all matters covered by this Attachment, each Party will comply as appropriate with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T ILLINOIS' applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA. AT&T ILLINOIS Wireless 911 Customer Guides are located on appropriate AT&T ILLINOIS Prime Access website.

7.0 Contingency

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and Interconnection to an AT&T ILLINOIS- 911 Selective Router for the purpose of Call Routing of 911 Call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T ILLINOIS and Sprint.

8.0 Basis Of Compensation

8.1 Sprint shall compensate AT&T ILLINOIS for the elements described in the Pricing Schedule at the rates set forth in the Pricing Sheet on a going forward basis. There shall be no true up or price adjustments for process charged for wireless 911 implementations accomplished via prior agreement or tariff prior to the effective date of this Attachment. Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable AT&T ILLINOIS Commission-approved access tariff.

8.2 Charges for E911 Service shall begin once the Trunks and facilities are installed and successfully tested between Sprint's network and AT&T ILLINOIS Selective Router(s) and have been accepted by Sprint.

9.0 Mutuality

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

PRICING SCHEDULE

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Pricing Schedule 1.0

1.0 Pricing Schedule

1.1 This Pricing Schedule attachment, includes the attached Pricing Sheets, and sets forth the pricing terms and conditions that apply to the Parties' Two-Way Wireless Interconnection Agreement - (the "Agreement"). References to the Agreement include all Attachments thereto, including this Pricing Schedule attachment and its attached Pricing Sheets. The rate tables included in the Pricing Sheets 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 the Pricing Schedule attachment, the Pricing Sheets, or the Agreement. References in the attached Pricing Sheets to "Section 251(b)(5) Calls" shall be read as references to that portion of 47 U.S.C. 251(b)(5) traffic that is IntraMTA Traffic.

1.2 Notice to Adopting WSP's

1.2.1 Notwithstanding anything to the contrary in this Pricing Schedule attachment or in the Agreement, in the event that any WSP should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting WSP"), the Adopting WSP will be entitled to the current rates set forth in this Agreement as of the date that the adopted Agreement becomes effective between the Parties, e.g., if the adopted agreement becomes effective upon approval of the applicable state Commission, ("MFN Effective Date") the then current rates become effective on the MFN Effective Date on a prospective basis only. Nothing in the Agreement shall entitle an Adopting WSP to retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date, and any Adopting WSP is foreclosed from making any such claim hereunder. Notwithstanding the foregoing, all pricing factors contained in the Pricing Sheets, such as the Shared Facility Factor, are WSP-specific, and when any WSP seeks to adopt the Agreement pursuant to Section 252(i) of the Act, the Parties shall negotiate Adopting WSP-specific factors.

1.2.2 AT&T ILLINOIS' obligations, pursuant to the General Terms and Conditions, are solely to provide Interconnection Services for which rates, terms and conditions are provided for in this Agreement and/or applicable tariff. Accordingly, to the extent Adopting WSP orders a product or service for which there are no rates, terms or conditions contained in this Agreement, AT&T ILLINOIS may reject the order.

1.3 Recurring Charges

1.3.1 Unless otherwise identified in the Pricing Sheets, where rates are shown as monthly, a month is 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. Where rates are determined according to distance, the mileage will be calculated on the airline distance involved between the locations, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T ILLINOIS will round up to the next whole mile to determine the mileage and then apply the applicable rate.

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1.4 Non-Recurring Charges:

1.4.1 Where rates consist of per occurrence charges, such rates are classified as "Non-Recurring Charges."

1.4.2 Sprint shall pay any applicable service order processing/administration charges for each service order submitted by Sprint to AT&T ILLINOIS to process requests for installation, disconnection, rearrangement, change, or record order as appropriate under this Agreement.

1.4.3 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges are governed by AT&T ILLINOIS' applicable interstate Access Services tariff.

	A	B	C	D	E	F	G	H	I	J	K
1	**Attachment**	**State**	**Product**	**Rate Element Description**	**COS (Class of Service)**	**USOC**	**Zone**	**Monthly Recurring Charge (MRC)**	**Non-Recurring Charge (NRC) First**	**Non-Recurring Charge (NRC) Additional**	**Per Unit**
2	W5	IL	911/E911	911 Trunks - Per Trunk Terminated				$ 19.99	610.45		
3	GTC	IL	BONA FIDE REQUEST	Bona Fide Request Deposit					$ 2,000.00		
4	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier -Provisioned Facilities & Equipment: Caged Real Estate Site Conditioning	XPG++	S8FWB			$9.28		Per Sq. Ft. of space used by Carrier
5	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier -Provisioned Facilities & Equipment: Caged Real Estate Safety & Security	XPG++	S8F4N			$19.56		Per Sq. Ft. of space used by Carrier
6	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Real Estate Floor Space Usage	XPG++	S8F4L		$5.97			Per Sq. Ft. of space used by Carrier
7	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier - Provisoned Facilities & Equipment: Caged Common Systems	XPG++	S8F4A		$0.44	$59.86		Per Sq. Ft. of space used by Carrier
8	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier - Provisoned Facilities & Equipment: Caged Planning - Central Office	XPG++	S8GCA		$0.09	$7.55		Per Sq. Ft. of space used by Carrier
9	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier - Provisoned Facilities & Equipment: Caged Planning	XPG++	NRFCD			$5,244.43		Per Request
10	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier - Provisoned Facilities & Equipment: Caged Planning - Subsequent Inter. Cabling	XPG++	NRFCE			$2,267.04		Per Request
11	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier - Provisoned Facilities & Equipment: Caged Planning - Subsequent Power Cabling	XPG++	NRFCF			$2,306.10		Per Request
12	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier - Provisoned Facilities & Equipment: Caged Planning - Subs. Inter./Power Cabling	XPG++	NRFCG			$2,884.60		Per Request
13	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier - Provisoned Facilities & Equipment: Caged Planning - Non-Standard	XPG++	NRFCH			$1,436.00		Per Request
14	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Power Provisioning Power Cable and Infrastructure: 2-10 Amp Feeds	XPG++	C1F31		$0.25	$48.23		Per 2-10 Amp Power Feeds (Carrier Provided)
15	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Power Provisioning Power Cable and Infrastructure 2-20 Amp Feeds	XPG++	S8GF1		$0.25	$48.23		Per 2-20 Amp Power Feeds (Carrier Provided)
16	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Power Provisioning Power Cable and Infrastructure 2-30 Amp Feeds	XPG++	C1F32		$0.25	$48.23		Per 2-30 Amp Power Feeds (Carrier Provided)
17	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Power Provisioning Power Cable and Infrastructure 2-40 Amp Feeds:	XPG++	C1F33		$0.25	$48.23		Per 2-40 Amp Power Feeds (Carrier Provided)
18	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Power Provisioning Power Cable and Infrastructure 2-50 Amp Feeds	XPG++	S8GF2		$0.25	$48.23		Per 2-50 Amp Power Feeds (Carrier Provided)
19	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Power Provisioning Power Cable and Infrastructure 2-100 Amp Feeds	XPG++	S8GF3		$0.25	$48.23		Per 2-100 Amp Power Feeds (Carrier Provided)
20	04A	IL	PHYSICAL COLLOCATION	Collocation-Carrier-Provisioned Facilities & Equipment: Caged Power Provisioning Equipment Grounding: Ground Cable Placement	XPG++	S8FCR		$0.03	$0.92		Per Sq. Ft. of space used by Carrier
21	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged DC Power Amperage Charge Per Amp	XPG++	C1FWA		$9.80			Per Amp
22	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Fiber Cable Placement Central Office: Fiber Cable	XPG++	S8FQ9		$4.85	$809.13		Per Fiber Cable Sheath (Carrier Vendor Pulls Cable)
23	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged FIBER CABLE PLACEMENT Central Office: Entrance Conduit	XPG++	S8FW5		$8.76			Per Fiber Cable Sheath
24	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Miscellaneous & Optional Cost: Miscellaneous Costs Timing Lead (1 pair per circuit)	XPG++	S8F45		$0.08	$14.81		Per Linear Foot, Per pair
25	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Miscellaneous & Optional Cost: Miscellaneous Costs Bits Timing	XPG++	S8FQT		$3.58	$698.82		Based on two (2) leads per circuit

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26	04A	IL	PHYSICAL COLLOCATION	COLLOCATION - Carrier-PROVISIONED FACILITIES & EQUIPMENT: CAGED MISCELLANEOUS & OPTIONAL COST: MISCELLANEOUS COSTS Space Availability Report	XPG++	NRFCQ		$0.00	$168.04		Per Premise
27	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Miscellaneous & Optional Cost: Miscellaneous Costs Security Access / ID Cards	XPG++	NRFCM			$123.35		Per Five Cards
28	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Miscellaneous & Optional Cost: Miscellaneous Costs Security Access / ID Cards/Expedite	XPG++	NRFCN			$203.35		Per Five Cards
29	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Miscellaneous & Optional Cost: Miscellaneous Costs CAGE COMMON COSTS AC Circuit Placement	XPG++	NRL6O			$5.29		Per Sq. Ft. (Carrier provides cage)
30	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: ILEC To Carrier Connection Voice Grade Arrangement	XPG++	S8F48		$3.86	$156.02		100 Copper Pairs (Carrier provides cable)
31	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: ILEC To Carrier Connection Voice Grade Arrangement	XPG++	S8FWU		$3.86	$156.02		100 Shielded Pairs (Carrier provides cable)
32	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: ILEC To Carrier Connection DS1 Arrangement - DCS	XPG++	S8FQM		$295.42	$3,105.79		28 DS1 (Carrier provides cable)
33	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: ILEC To Carrier ConnectionS1 Arrangement - DSX	XPG++	S8F46		$6.07	$486.89		28 DS1 (Carrier provides cable)
34	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: ILEC To Carrier Connection DS3 Arrangement - DCS	XPG++	S8F47		$115.30	$1,809.40		1 DS3 (Carrier provides cable)
35	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: ILEC To Carrier Connection DS3 Arrangement - DSX	XPG++	S8FQN		$5.69	$116.67		1 DS3 (Carrier provides cable)
36	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: ILEC To Carrier Connection Fiber Arrangement	XPG++	S8FQR		$3.58	$698.82		12 Fiber Pairs (Carrier provides cable)
37	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Carrier To Carrier Connection Racking and Hole for Optical	XPG++	S8GFE		$0.82			Per Cable
38	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Carrier To Carrier Connection Cable Racking and Hole for DS1	XPG++	S8GFF		$0.57			Per Cable
39	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Carrier To Carrier Connection Cable Racking and Hole for DS3	XPG++	S8GFG		$0.50			Per Cable
40	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Carrier To Carrier Connection Route Design	XPG++	NRFCX		$0.00	$424.88		
41	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Carrier To Carrier Connection Connection for DS1	XPG++	S8GFH		$0.18			Per 28 Circuits (Carrier provides cable)
42	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Carrier To Carrier Connection Connection for DS3	XPG++	S8GFJ		$0.12			Per Circuit (Carrier provides cable)
43	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Carrier To Carrier Connection for Optical	XPG++	S8GFK		$0.31			Per Cable (Carrier provides cable)
44	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Time Sensitive Activities Pre-Visits Colloc. Ser. Mgr. - 2nd Level	XPG++	NRFCR		$0.00	$23.23		Per 1/4 Hour
45	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Time Sensitive Activities Pre-Visits Comm. Tech - Craft	XPG++	NRFCS		$0.00	$19.60		Per 1/4 Hour
46	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Time Sensitive Activities Pre-Visits CO Manager - 1st Level	XPG++	NRFCT		$0.00	$19.72		Per 1/4 Hour

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47	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Time Sensitive Activities Pre-Visits Floor Space Planning - 1st Level	XPG++	NRFCU		$0.00	$19.24		Per 1/4 Hour
48	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Construction Visits Project Manager - 1st Level	XPG++	NRFCV		$0.00	$19.24		Per 1/4 Hour
49	04A	IL	PHYSICAL COLLOCATION	Collocation - Carrier-Provisioned Facilities & Equipment: Caged Interconnection Costs: Construction Visits Colloc. Ser. Mgr. - 2nd Level	XPG++	NRFCZ		$0.00	$23.23		Per 1/4 Hour
50	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Real Estate Site Conditioning	XN6++	S8FWC			$92.81		Per Frame (Standard Bay=10 sq ft)
51	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Real Estate Safety & Security	XN6++	S8FWG			$195.57		Per Frame (Standard Bay=10 sq ft)
52	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Real Estate Floor Space Usage	XN6++	S8F9C		$64.21			Per Frame (Standard Bay=10 sq ft)
53	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Common Systems	XN6++	S8FWE		$9.35	$760.45		Per Frame (Standard Bay=10 sq ft)
54	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Planning - Central Office	XN6++	S8GCB		$1.13	$75.54		Per Frame (Standard Bay=10 sq ft)
55	04A	IL	PHYSICAL COLLOCATION	Carrier-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS PLANNING	XN6++	NRFCJ			$4,601.93		Per Request
56	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Planning - Subsequent Inter. Cabling	XN6++	NRFCE			$2,267.04		Per Request
57	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Planning - Subsequent Power Cabling	XN6++	NRFCF			$2,306.10		Per Request
58	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Planning - Subs. Inter./Power Cabling	XN6++	NRFCG			$2,884.60		Per Request
59	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Planning - Non-Standard	XN6++	NRFCH			$1,436.00		Per Request
60	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Planning Power Provisioning Power Panel: 50 Amp	XN6++						Per Power Panel (Carrier Provided)
61	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Planning Power Provisioning Power Panel: 200 Amp	XN6++						Per Power Panel (Carrier Provided)
62	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Power Provisioning Power Cable and Infrastructure: Power Cable Rack	XN6++						Per Four Power Cables or Quad
63	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Power Provisioning Power Cable and Infrastructure: Power Cable Rack 2-10 Amp Feeds	XN6++	C1F34		$0.25	$48.23		Per 2-10 Amp Power Feeds (Carrier Provided)
64	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Power Provisioning Power Cable and Infrastructure: Power Cable Rack 2-20 Amp Feeds	XN6++	S8GF1		$0.25	$48.23		Per 2-20 Amp Power Feeds (Carrier Provided)
65	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Power Provisioning Power Cable and Infrastructure: Power Cable Rack 2-30 Amp Feeds	XN6++	C1F35		$0.25	$48.23		Per 2-30 Amp Power Feeds (Carrier Provided)
66	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Power Provisioning Power Cable and Infrastructure: Power Cable Rack 2-40 Amp Feeds	XN6++	C1F36		$0.25	$48.23		Per 2-40 Amp Power Feeds (Carrier Provided)
67	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Power Provisioning Power Cable and Infrastructure: Power Cable Rack 2-50 Amp Feeds	XN6++	S8GF2		$0.25	$48.23		Per 2-50 Amp Power Feeds (Carrier Provided)
68	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Power Provisioning Power Cable and Infrastructure: Power Cable Rack 2-100 Amp Feeds	XN6++	S8GF3		$0.25	$48.23		Per 2-100 Amp Power Feeds (Carrier Provided)
69	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Power Provisioning Equipment Grounding: Ground Cable Placement	XN6++	S8GDB		$0.33	$15.32		Per Frame
70	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless DC Power Amperage Charge Per Amp	XN6++	C1FWA		$9.80			Per Amp
71	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless DC Power Amperage Charge CEV, HUT & Cabinets	XN6++	S8GCT		$1.27			Per 2 inch mounting space
72	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Fiber Cable Placement Central Office: Fiber Cable	XN6++	S8FQ9		$4.85	$809.13		Per Fiber Cable Sheath (Carrier Vendor Pulls Cable)

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73	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Fiber Cable Placement Central Office: Entrance Conduit	XN6++	S8FW5		$8.76			Per Fiber Cable Sheath
74	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless CEV, HUT & Cabinets: Fiber Cable Placement	XN6++	S8GDH			$53.58		Per Fiber Cable Sheath
75	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless CEV, HUT & Cabinets: Entrance Conduit	XN6++	S8GDJ		$2.61			Per Fiber Cable Sheath
76	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Miscellaneous & Optional Cost: Miscellaneous Costs Timing Lead (1 pair per circuit)	XN6++	S8F45		$0.08	$14.81		Per Linear Foot, Per pair
77	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Miscellaneous & Optional Cost: Miscellaneous Costs Bits Timing	XN6++	S8FQT		$3.58	$698.82		Based on two (2) leads per circuit
78	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Miscellaneous & Optional Cost: Miscellaneous Costs Space Availability Report	XN6++	NRFCQ		$0.00	$168.04		Per Premise
79	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Miscellaneous & Optional Cost: Miscellaneous Costs Security Access / ID Cards	XN6++	NRFCM			$123.35		Per Five Cards
80	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Miscellaneous & Optional Cost: Miscellaneous Costs Security Access / ID Cards/Expedite	XN6++	NRFCN			$203.35		Per Five Cards
81	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options Standard Equipment Bay	XN6++						Each (Carrier Provided)
82	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options Non-Standard Cabinet Bay	XN6++						Each (Carrier Provided)
83	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options VF/DS0 Termination Panel	XN6++						Each (Carrier Provided)
84	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options VF/DS0 Termination Module	XN6++						Each (Carrier Provided)
85	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options DDP-1 Panel	XN6++						Each (Carrier Provided)
86	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options DDP-1 Jack Access Card	XN6++						Each (Carrier Provided)
87	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay OptionsS3/STS-1 Interconnect Panel	XN6++						Each (Carrier Provided)
88	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options DS3 Interconnect Module	XN6++						Each (Carrier Provided)
89	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options Fiber Optic Splitter Panel	XN6++						Each (Carrier Provided)
90	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options Fiber Termination Dual Module	XN6++						Each (Carrier Provided)
91	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless CEV, HUT, Cabinet 24 Foot CEV	XN6++	S8GE3		$1.64			2 Inch Mounting Space
92	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options 16 Foot CEV	XN6++	S8GE4		$1.77			2 Inch Mounting Space
93	04A	IL	PHYSICAL COLLOCATION	Carrier-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS CEV, HUT, CABINET Maxi-Hut	XN6++	S8GE1		$0.77			2 Inch Mounting Space
94	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options Mini-Hut	XN6++	S8GE2		$1.33			2 Inch Mounting Space
95	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options Large Cabinet	XN6++	S8GEX		$1.63			2 Inch Mounting Space
96	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless / POT Bay Options Medium Cabinet	XN6++	S8GEY		$2.19			2 Inch Mounting Space
97	04A	IL	PHYSICAL COLLOCATION	Carrier-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS CEV, HUT, CABINET Small Cabinet	XN6++	S8GEZ		$3.29			2 Inch Mounting Space
98	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cagless Interconnection Costs: ILEC To Carrier Connection Voice Grade Arrangement	XN6++	S8F3E		$3.86	$156.02		100 Copper Pairs (Carrier provides cable)
99	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cagless Interconnection Costs: ILEC To Carrier Connection Voice Grade Arrangement	XN6++	S8FWV		$3.86	$156.02		100 Shielded Pairs (Carrier provides cable)

	A	B	C	D	E	F	G	H	I	J	K
100	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cagless Interconnection Costs: ILEC To Carrier Connection DS1 Arrangement - DCS	XN6++	S8F2J		$295.42	$3,105.79		28 DS1 (Carrier provides cable)
101	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cagless Interconnection Costs: ILEC To Carrier Connection DS1 Arrangement - DSX	XN6++	S8F2P		$6.07	$486.89		28 DS1 (Carrier provides cable)
102	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cagless Interconnection Costs: ILEC To Carrier Connection DS3 Arrangement - DCS	XN6++	S8F21		$115.30	$1,809.40		1 DS3 (Carrier provides cable)
103	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cagless Interconnection Costs: ILEC To Carrier Connection DS3 Arrangement - DSX	XN6++	S8F25		$5.69	$116.67		1 DS3 (Carrier provides cable)
104	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cagless Interconnection Costs: ILEC To Carrier Connection Fiber Arrangement	XN6++	S8F49		$3.76	$495.49		12 Fiber Pairs (Carrier provides cable)
105	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Carrier To Carrier Connection Cable Racking and Hole for Optical	XN6++	S8GFE		$0.82			Per Cable
106	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Carrier To Carrier Connection Cable Racking and Hole for DS1	XN6++	S8GFF		$0.57			Per Cable
107	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Carrier To Carrier Connection Cable Racking and Hole for DS3	XN6++	S8GFG		$0.50			Per Cable
108	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Carrier To Carrier Connection Route Design	XN6++	NRFCX		$0.00	$424.88		
109	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Carrier To Carrier Connection for DS1	XN6++	S8GFL		$0.18			Per 28 Circuits (Carrier provides cable)
110	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Carrier To Carrier Connection for DS3	XN6++	S8GFM		$0.12			Per Circuit (Carrier provides cable)
111	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Carrier To Carrier Connection for Optical	XN6++	S8GFN		$0.31			Per Cable (Carrier provides cable)
112	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Project Management CEV, HUT & Cabinet Project Coordination	XN6++	NRFCK			$631.17		Per Carrier Application
113	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Time Sensitive Activities Pre-Visits Colloc. Ser. Mgr. - 2nd Level	XN6++	NRFCR		$0.00	$23.23		Per 1/4 Hour
114	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Time Sensitive Activities Pre-Visits Comm. Tech - Craft	XN6++	NRFCS		$0.00	$19.60		Per 1/4 Hour
115	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Time Sensitive Activities Pre-Visits CO Manager - 1st Level	XN6++	NRFCT		$0.00	$19.72		Per 1/4 Hour
116	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Time Sensitive Activities Pre-Visits Floor Space Planning - 1st Level	XN6++	NRFCU		$0.00	$19.24		Per 1/4 Hour
117	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Construction Visits Project Manager - 1st Level	XN6++	NRFCV		$0.00	$19.24		Per 1/4 Hour
118	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Cageless Construction Visits Colloc. Ser. Mgr. - 2nd Level	XN6++	NRFCZ		$0.00	$23.23		Per 1/4 Hour
119	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Real Estate Site Conditioning	XS6++	S8FWC			$92.81		Per Frame (Standard Bay=10 sq ft)
120	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Real Estate Safety & Security	XS6++	S8FWG			$195.57		Per Frame (Standard Bay=10 sq ft)
121	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Real Estate Space Usage	XS6++	S8GCO		$24.87			Per Linear Foot
122	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Common Systems	XS6++	S8GCP		$3.62	$294.37		Per Linear Foot
123	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Planning - Central Office	XS6++	S8GCC		$0.44	$29.24		Per Linear Foot
124	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Planning	XS6++	NRFCJ			$4,601.93		Per Request
125	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Planning - Subsequent Inter. Cabling	XS6++	NRFCE			$2,267.04		Per Request
126	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Planning - Subsequent Power Cabling	XS6++	NRFCF			$2,306.10		Per Request

	A	B	C	D	E	F	G	H	I	J	K
127	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Planning - Subs. Inter./Power Cabling	XS6++	NRFCG			$2,884.60		Per Request
128	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Planning - Non-Standard	XS6++	NRFCH			$1,436.00		Per Request
129	04A	IL	PHYSICAL COLLOCATION	Carrier-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON POWER PROVISIONING Power Panel: 50 Amp	XS6++						Per Power Panel (Carrier provides)
130	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Planning Power Panel: 200 Amp	XS6++						Per Power Panel (Carrier provides)
131	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Power Provisioning Power Cable and Infrastructure: Power Cable Rack	XS6++						Per Four Power Cables or Quad
132	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Power Provisioning Power Cable and Infrastructure: 2-10 Amp Feeds	XS6++	C1F31		$0.25	$48.23		Per 2-10 Amp Power Feeds (Carrier Provided)
133	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Power Provisioning Power Cable and Infrastructure: 2-20 Amp Feeds	XS6++	S8GF1		$0.25	$48.23		Per 2-20 Amp Power Feeds (Carrier Provided)
134	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Power Provisioning Power Cable and Infrastructure: 2-30 Amp Feeds	XS6++	C1F32		$0.25	$48.23		Per 2-30 Amp Power Feeds (Carrier Provided)
135	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Power Provisioning Power Cable and Infrastructure: 2-40 Amp Feeds	XS6++	C1F33		$0.25	$48.23		Per 2-40 Amp Power Feeds (Carrier Provided)
136	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Power Provisioning Power Cable and Infrastructure: 2-50 Amp Feeds	XS6++	S8GF2		$0.25	$48.23		Per 2-50 Amp Power Feeds (Carrier Provided)
137	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Power Provisioning Power Cable and Infrastructure: 2-100 Amp Feeds	XS6++	S8GF3		$0.25	$48.23		Per 2-100 Amp Power Feeds (Carrier Provided)
138	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Power Provisioning Equipment Grounding: Ground Cable Placement	XS6++	S8GDC		$0.13	$5.93		Per Linear Foot
139	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common DC Power Amperage Charge Per Amp	XS6++	C1FWA		$9.80			Per Amp
140	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Fiber Cable Placement Central Office:Fiber Cable	XS6++	S8FQ9		$4.85	$809.13		Per Fiber Cable Sheath (Carrier Vendor Pulls Cable)
141	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Fiber Cable Placement Central Office: Entrance Conduit	XS6++	S8FW5		$8.76			Per Fiber Cable Sheath
142	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Miscellaneous & Optional Cost: Miscellaneous Costs Timing Lead (1 pair per circuit)	XS6++	S8F45		$0.08	$14.81		Per Linear Foot, Per pair
143	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Miscellaneous & Optional Cost: Miscellaneous Costs Bits Timing	XS6++	S8FQT		$3.58	$698.82		Based on two (2) leads per circuit
144	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Miscellaneous & Optional Cost: Miscellaneous Costs Space Availability Report	XS6++	NRFCQ		$0.00	$168.04		Per Premise
145	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Miscellaneous & Optional Cost: Miscellaneous Costs Security Access / ID Cards	XS6++	NRFCM			$123.35		Per Five Cards
146	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Miscellaneous & Optional Cost: Miscellaneous Costs Security Access / ID Cards/Expedite	XS6++	NRFCN			$203.35		Per Five Cards
147	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Cage Common Costs Cage Preparation	XS6++	S8GCJ		$1.00	$157.00		Per Linear Foot
148	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Interconnection Costs: ILEC To Carrier Connection Voice Grade Arrangement	XS6++	S8F3E		$3.86	$156.02		100 Copper Pairs (Carrier provides cable)
149	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Interconnection Costs: ILEC To Carrier Connection Voice Grade Arrangement	XS6++	S8FWV		$3.86	$156.02		100 Shielded Pairs (Carrier provides cable)
150	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Interconnection Costs: ILEC To Carrier Connection DS1 Arrangement - DCS	XS6++	S8F2J		$295.42	$3,105.79		28 DS1 (Carrier provides cable)
151	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Interconnection Costs: ILEC To Carrier Connection DS1 Arrangement - DSX	XS6++	S8F2P		$6.07	$486.89		28 DS1 (Carrier provides cable)

	A	B	C	D	E	F	G	H	I	J	K
152	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Interconnection Costs: ILEC To Carrier Connection DS3 Arrangement - DCS	XS6++	S8F21		$115.30	$1,809.40		1 DS3 (Carrier provides cable)
153	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Interconnection Costs: ILEC To Carrier Connection DS3 Arrangement - DSX	XS6++	S8F25		$5.69	$116.67		1 DS3 (Carrier provides cable)
154	04A	IL	PHYSICAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Caged Common Interconnection Costs: ILEC To Carrier Connection Fiber Arrangement	XS6++	S8F49		$3.76	$495.49		12 Fiber Pairs (Carrier provides cable)
155	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Real Estate Site Conditioning	XVG++	S8FX5			$92.81		Per Frame
156	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Real Estate Safety & Security	XVG++	S8FX6			$195.57		Per Frame
157	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Real Estate Floor Space Usage	XVG++	S8F62		$28.91			Per Frame
158	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Common Systems - Standard	XVG++	S8F64		$10.75			Per Frame
159	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Common Systems - Non-Standard	XVG++	S8F65		$19.36			Per Cabinet
160	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Planning	XVG++	NRM99		$0.00	$5,555.76		Per Request
161	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Planning - Subsequent Inter. Cabling	XVG++	NRMA3		$0.00	$2,224.49		Per Request
162	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Planning - Subsequent Power Cabling	XVG++	NRMAA		$0.00	$2,303.84		Per Request
163	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Planning - Subs. Inter./Power Cabling	XVG++	NRMAX		$0.00	$2,882.61		Per Request
164	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Power Provisioning Power Cable Rack	XVG++						Per Four Power Cables or Quad
165	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Power Provisioning 2-10 Amp Feeds	XVG++	C1F37		$0.52			Per 2-10 Amp Power Feeds (Carrier Provided)
166	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Power Provisioning 2-20 Amp Feeds	XVG++	S8GFO		$0.52			Per 2-20 Amp Power Feeds (Carrier Provided)
167	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Power Provisioning 2-30 Amp Feeds	XVG++	C1F38		$0.52			Per 2-30 Amp Power Feeds (Carrier Provided)
168	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Power Provisioning 2-40 Amp Feeds	XVG++	C1F39		$0.52			Per 2-40 Amp Power Feeds (Carrier Provided)
169	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Power Provisioning 2-50 Amp Feeds	XVG++	S8GFP		$0.52			Per 2-50 Amp Power Feeds (Carrier Provided)
170	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Equipment Grounding: Ground Cable Placement	XVG++	S8F69		$0.36			Per Frame
171	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual DC Power Amperage Charge Per Amp	XVG++	C1FWA		$9.80			Per Amp
172	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual DC Power Amperage Charge CEV, HUT & Cabinets	XVG++	S8FXP		$1.27			Per 2 inch mounting space
173	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Fiber Cable Placement Fiber Cable	XVG++	S8F8F		$11.01	$1,971.42		Per Fiber Cable Sheath
174	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Fiber Cable Placement Entrance Conduit	XVG++	S8F8G		$8.17			Per Fiber Cable Sheath
175	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual CEV, HUT & Cabinets: Fiber Cable Placement	XVG++	S8FXQ			$53.58		Per Fiber Cable Sheath
176	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual CEV, HUT & Cabinets: Entrance Conduit	XVG++	S8FXR		$2.61			Per Fiber Cable Sheath
177	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Miscellaneous Costs Timing Lead (1 pair per circuit)	XVG++	S8FXT		$0.08	$14.81		Per Linear Foot, Per pair
178	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Miscellaneous Costs Bits Timing	XVG++	S8FXS		$3.58	$698.82		Based on two (2) leads per circuit
179	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Frame Options Standard Equipment Bay	XVG++						Each (Carrier Provided)
180	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual CEV, HUT, Cabinet 24 Foot CEV	XVG++	S8FXZ		$1.64			2 Inch Mounting Space
181	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual CEV, HUT, Cabinet 16 Foot CEV	XVG++	S8FY6		$1.77			2 Inch Mounting Space
182	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual CEV, HUT, Cabinet Maxi-Hut	XVG++	S8FXX		$0.77			2 Inch Mounting Space
183	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual CEV, HUT, Cabinet Mini-Hut	XVG++	S8FXY		$1.33			2 Inch Mounting Space

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184	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual CEV, HUT, Cabinet Large Cabinet	XVG++	S8FXU		$1.63			2 Inch Mounting Space
185	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual CEV, HUT, Cabinet Medium Cabinet	XVG++	S8FXV		$2.19			2 Inch Mounting Space
186	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual CEV, HUT, Cabinet Small Cabinet	XVG++	S8FXW		$3.29			2 Inch Mounting Space
187	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Interconnectjion Costes: ILEC To Carrier Connection Voice Grade Arrangement	XVG++	S8F82		$3.86	$225.02		100 Copper Pairs (Carrier provides cable)
188	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Interconnectjion Costes: ILEC To Carrier Connection Voice Grade Arrangement	XVG++	S8F83		$3.86	$225.02		100 Shielded Pairs (Carrier provides cable)
189	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Interconnectjion Costes: ILEC To Carrier Connection DS1 Arrangement-DCS	XVG++	S8F8X		$295.42	$3,496.22		28 DS1 (Carrier provides cable)
190	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Interconnectjion Costes: ILEC To Carrier Connection DS1 Arrangement-DSX	XVG++	S8F8Y		$6.07	$651.13		28 DS1 (Carrier provides cable)
191	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Interconnectjion Costes: ILEC To Carrier Connection DS3 Arrangement-DCS	XVG++	S8F8Z		$115.30	$2,186.12		1 DS3 (Carrier provides cable)
192	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Interconnectjion Costes: ILEC To Carrier Connection DS3 Arrangement-DCS	XVG++	S8F81		$5.69	$204.42		1 DS3 (Carrier provides cable)
193	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Interconnectjion Costes: ILEC To Carrier Connection Fiber Arrangement	XVG++	S8F84		$10.47	$152.71		12 Fiber Pairs (Carrier provides cable)
194	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual to Virtual Connection Cable Racking and Hole for Optical	XVG++	S8FY7		$0.90			Per Cable
195	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual to Virtual Connection Cable Racking and Hole for DS1	XVG++	S8FY8		$0.49			Per Cable
196	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual to Virtual Connection Cable Racking and Hole for DS3	XVG++	S8FY9		$0.35			Per Cable
197	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual to Virtual Connection Route Design	XVG++	NRLWF			$463.36		
198	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual to Virtual Connection Connection for DS1	XVG++	S8GFQ		$0.41			Per 28 Circuits (Carrier provides cable)
199	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual to Virtual Connection Connection for DS3	XVG++	S8GFR		$0.27			Per Circuit (Carrier provides cable)
200	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual to Virtual Connection Connection for Optical	XVG++	S8GFS		$0.81			Per Cable (Carrier provides cable)
201	04A	IL	VIRTUAL COLLOCATION	Project Management CEV, HUT & Cabinet Project Coordination Carrier-Provisioned Facilities & Equipment: Virtual	XVG++	NRFCK			$631.17		Per Carrier Application Augment
202	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Equipment Maintenance and Security Escort Central Office Type Staffed CO During Normal Business Hours	XVG++	NRMHK		$0.00	$15.15		Per 1/4 Hour
203	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Equipment Maintenance and Security Escort Central Office Type Staffed CO During Outside Normal Business Hours	XVG++	NRMHN		$0.00	$242.35		4 Hour Minimum - Initial
204	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Equipment Maintenance and Security Escort Central Office Type Staffed CO During Outside Normal Business Hours	XVG++	NRMJ7		$0.00	$15.15		Per 1/4 Hour - Additional
205	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Equipment Maintenance and Security Escort Central Office Type Not Staffed CO/RT During Normal Business Hours	XVG++	NRMJ8		$0.00	$15.15		Per 1/4 Hour
206	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Equipment Maintenance and Security Escort Central Office Type Not Staffed CO/RT During Outside Normal Business Hours	XVG++	NRMJ9		$0.00	$242.35		4 Hour Minimum - Initial
207	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Equipment Maintenance and Security Escort Central Office Type Not Staffed CO/RT During Outside Normal Business Hours	XVG++	NRML7		$0.00	$15.15		Per 1/4 Hour - Additional
208	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Equipment Maintenance and Security Escort Central Office Type CEV, HUT & Cabinet Per Visit	XVG++	NRMJ9		$0.00	$242.35		4 Hour Minimum - Initial

	A	B	C	D	E	F	G	H	I	J	K
209	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Equipment Maintenance and Security Escort Central Office Type Per Visit	XVG++	NRML7		$0.00	$15.15		Per 1/4 Hour - Additional
210	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Additional Labor Elements Training Communications Tech	XVG++	NRMCD		$0.00	$39.21		Per 1/2 Hour
211	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Additional Labor Elements Training CO Manager	XVG++	NRME9		$0.00	$39.45		Per 1/2 Hour
212	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Additional Labor Elements Training Power Engineer	XVG++	NRMF9		$0.00	$38.47		Per 1/2 Hour
213	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Additional Labor Elements Training Equipment Engineer	XVG++	NRMHJ		$0.00	$38.47		Per 1/2 Hour
214	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: VirtualEquipment Evaluation Cost	XVG++	NRMO9		$0.00	$38.47		Per 1/2 Hour
215	04A	IL	VIRTUAL COLLOCATION	Carrier-Provisioned Facilities & Equipment: Virtual Carrier-Provisioned Facilities & Equipment: Virtual Test and Acceptance Communications Tech	XVG++	NRMP2		$0.00	$39.21		Per 1/2 Hour
216	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Planning - Initial	XPG++	NRFA1			$9,268.73		Per Request
217	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Planning - Subsequent	XPG++	NRFA2			$1,606.77		Per Request
218	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Real Estate Land Rental	XPG++	S8GEN		$0.44			Per Square Foot
219	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Power Provisioning Power Cable and Infrastructure: 2-100 Amp Feeds	XPG++						Per 2-100 Amp Power Feeds (Carrier provides cable)
220	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Power Provisioning Power Cable and Infrastructure: 2-200 Amp Feeds	XPG++						Per 2-200 Amp Power Feeds (Carrier provides cable)
221	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Power Provisioning Power Cable and Infrastructure: 2-300 Amp Feeds	XPG++						Per 2-300 Amp Power Feeds (Carrier provides cable)
222	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Power Provisioning Power Cable and Infrastructure: 2-400 Amp Feeds	XPG++						Per 2-400 Amp Power Feeds (Carrier provides cable)
223	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site AC Service: Extension of 100 Amp AC Service (Opt.)	XPG++	NRFCW		$0.00	$6,447.00		Per Request
224	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site AC Service: AC Usage	XPG++	S8GEO		$0.05			Per KWH
225	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site DC Power Amperage Charge Per Amp	XPG++	C1FWA		$9.80			Per Amp
226	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Fiber Cable Placement Fiber Installation	XPG++	S8GF4		$2.13	$488.48		Per Fiber Cable Sheath (Carrier Vendor Pulls Cable)
227	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Fiber Cable Placement Entrance Fiber Racking	XPG++	S8GDG		$1.55			Per Rack/Conduit Duct
228	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Cable Rack DC Power Cable Rack	XPG++	S8GEP		$13.64	$2,667.22		Per Rack
229	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Cable Rack DC Power Cable Rack	XPG++	S8GEQ		$20.63			Per Rack
230	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Interconnection Arrangement (Copper) Racking	XPG++	S8GER		$30.63			Per Rack
231	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Conduit Placement DC Power Cable Rack	XPG++	S8GES			$7,386.71		Per Rack
232	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Conduit Placement Fiber Cable Rack	XPG++	S8GET			$4,711.89		Per Rack
233	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Conduit Placement Interconnection Arrangement (Copper) Racking	XPG++	S8GEU			$5,545.50		Per Rack
234	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Interconnection Costs: ILEC to Carrier Connection Voice Grade Arrangement	XPG++	S8F3G		$3.86	$156.02		100 Copper Pairs (Carrier provides cable)

	A	B	C	D	E	F	G	H	I	J	K
235	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Interconnection Costs: ILEC to Carrier Connection Voice Grade Arrangement	XPG++	S8FWW		$3.86	$156.02		100 Shielded Pairs (Carrier provides cable)
236	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Interconnection Costs: ILEC to Carrier Connection DS1 Arrangement - DCS	XPG++	S8F2L		$295.42	$3,105.79		28 DS1 (Carrier provides cable)
237	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Interconnection Costs: ILEC to Carrier Connection DS1 Arrangement - DSX	XPG++	S8F2R		$6.07	$486.89		28 DS1 (Carrier provides cable)
238	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Interconnection Costs: ILEC to Carrier Connection DS3 Arrangement - DCS	XPG++	S8F23		$115.30	$1,809.40		1 DS3 (Carrier provides cable)
239	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Interconnection Costs: ILEC to Carrier Connection DS3 Arrangement - DSX	XPG++	S8F27		$5.69	$116.67		1 DS3 (Carrier provides cable)
240	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent On-Site Interconnection Costs: ILEC to Carrier Connection Fiber Arrangement	XPG++	S8F3N		$3.76	$495.49		12 Fiber Pairs (Carrier provides cable)
241	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent Off-Site Planning	XPG++	NRFA3			$1,254.32		Per Request
242	04A	IL	ADJACENT COLLOCATION	Carrier-Provisioned Facilities & Equipment: Adjacent Off-Site Conduit Space	XPG++	S8GEW		$1.17			Per Innerduct
243	04A	IL	ADJACENT COLLOCATION	Interconnection Costs: ILEC to Carrier Connection Voice Grade DS0 Arrangement	XPG++	S8GF5		$311.43			900 DS0 (Hole, Racking, MDF) (Carrier Vendor Pulls and Installs Cable)
244	04A	IL	ADJACENT COLLOCATION	Interconnection Costs: ILEC to Carrier Connection DS1 Arrangement - DCS	XPG++	S8GF6		$439.96			28 DS1 (Hole, Racking, DCS) (Carrier Vendor Pulls and Installs Cable)
245	04A	IL	ADJACENT COLLOCATION	Interconnection Costs: ILEC to Carrier Connection DS1 Arrangement - DSX	XPG++	S8GF7		$35.03			28 DS1 (Hole, Racking, DSX) (Carrier Vendor Pulls and Installs Cable)
246	04A	IL	ADJACENT COLLOCATION	Interconnection Costs: ILEC to Carrier Connection DS1 Arrangement - MDF	XPG++	S8GF8		$311.43			450 DS1 (Hole, Racking, MDF) (Carrier Vendor Pulls and Installs Cable)
247	04A	IL	ADJACENT COLLOCATION	Interconnection Costs: ILEC to Carrier Connection Fiber Arrangement	XPG++	S8GF9		$9.02			12 Fiber Pairs (Hole, Racking, FDF) (Carrier Vendor Pulls and Installs Cable)
248	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Application Fee	XVG++ XN6++ XPG++ XS6++	NRFX1			$503.95		Per Request
249	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Project Management Fee – Complete Space Discontinuance	XVG++ XN6++ XPG++ XS6++	NRFX2			$2,883.10		Per Request
250	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Remove Fiber Jumpers	XVG++ XN6++ XPG++ XS6++	NRFX3			$18.79		Per linear foot
251	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Remove Fiber Cables	XVG++ XN6++ XPG++ XS6++	NRFX4			$14.43		Per linear foot
252	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Remove VF/DS0 Cable	XVG++ XN6++ XPG++ XS6++	NRFX5			$2.60		Per linear foot
253	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Remove DS1 Cable	XVG++ XN6++ XPG++ XS6++	NRFX6			$4.89		Per linear foot
254	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Remove DS3 Cable (Coax)	XVG++ XN6++ XPG++ XS6++	NRFX7			$3.57		Per linear foot
255	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Remove Timing Cable	XVG++ XN6++ XPG++ XS6++	NRFX8			$9.64		Per Request
256	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Remove Timing Cable	XVG++ XN6++ XPG++ XS6++	NRFX9			$24.76		Per linear foot
257	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Remove Power Cable-100AMP feed & above	XVG++ XN6++ XPG++ XS6++	NRFXA			$22.73		Per linear foot
258	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Remove Cage Grounding Material	XVG++ XN6++ XPG++ XS6++	NRFXB			$1,462.85		Each grounding lead & ground bar
259	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance remove Fiber Entrance Cable Remove Fiber Entrance Cable	XVG++ XN6++ XPG++ XS6++	NRFXC			$1,664.00		Per cable removal job
260	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Infrastructure Maps & Records	XVG++ XN6++ XPG++ XS6++	NRFXD			$104.00		Per cable removal job
261	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Engineering Work Order	XVG++ XN6++ XPG++ XS6++	NRFXE			$104.00		Per cable removal job

	A	B	C	D	E	F	G	H	I	J	K
262	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Work Group Information Distribution	XVG++ XN6++ XPG++ XS6++	NRFXF			$104.00		Per cable removal job
263	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Restore Floor Tile – per Standard Bay	XVG++ XN6++ XPG++ XS6++	NRFXG			$71.79		Per Standard Bay
264	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Floor Restoration Contractor Trip Charge	XVG++ XN6++ XPG++ XS6++	NRFXH			$144.63		Per trip
265	04A	IL	COLLOCATION	Rates and Charges for complete space discontinuance Restore Floor Tile	XVG++ XN6++ XPG++ XS6++	NRFXJ			$81.53		Per Non-Standard Bay
266	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Application Fee	XVG++ XN6++ XPG++ XS6++	NRFXK			$503.95		Per Request
267	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Project Management Fee – Space Reassignment	XVG++ XN6++ XPG++ XS6++	NRFXL			$2,883.10		Per Request
268	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil DS0/DSL Block	XVG++ XN6++ XPG++ XS6++	NRFXM			$15.33		Per 100 pair block
269	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil DS1 Block	XVG++ XN6++ XPG++ XS6++	NRFXN			$6.02		Per 28 DS1s
270	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil DS3 Coax Cable	XVG++ XN6++ XPG++ XS6++	NRFXO			$4.90		Per cable
271	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil Fiber Cable Block	XVG++ XN6++ XPG++ XS6++	NRFXP			$91.95		Per 12 pair cable
272	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil Fiber Jumper Block	XVG++ XN6++ XPG++ XS6++	NRFXQ			$61.30		Per 4 jumpers
273	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil Power and tag cables	XVG++ XN6++ XPG++ XS6++	NRFXR			$107.28		Per 1-4 feeds
274	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil Timing Source and tag cable	XVG++ XN6++ XPG++ XS6++	NRFXS			$122.60		Per cable
275	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Timing Record Book Update	XVG++ XN6++ XPG++ XS6++	NRFXT			$45.98		Per element
276	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Interconnection Records Update	XVG++ XN6++ XPG++ XS6++	NRFXU			$296.61		Per element
277	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Power Records Update	XVG++ XN6++ XPG++ XS6++	NRFXV			$355.94		Per element
278	04A	IL	COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Vendor Engineering	XVG++ XN6++ XPG++ XS6++	NRFXW			$711.88		Per Space Reassignment job
279	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Cable Removal) Application Fee	XVG++ XN6++ XPG++ XS6++	NRFXX			$503.95		Per Request
280	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Cable Removal) Project Management Fee – Power Reduction(cable removal)	XVG++ XN6++ XPG++ XS6++	NRFXY			$2,220.45		Per Request
281	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Cable Removal) Remove Power Cable-50AMP feed & below	XVG++ XN6++ XPG++ XS6++	NRFXZ			$24.76		Per linear foot
282	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Cable Removal) Remove Power Cable-100AMP feed & above	XVG++ XN6++ XPG++ XS6++	NRFY1			$22.73		Per linear foot
283	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Application Fee	XVG++ XN6++ XPG++ XS6++	NRFY2			$503.95		Per Request
284	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Project Management Fee – Power Refusing Only	XVG++ XN6++ XPG++ XS6++	NRFY3			$1,562.80		50AMP A&B feeds & below
285	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Project Management Fee – Power Refusing Only	XVG++ XN6++ XPG++ XS6++	NRFY4			$2,004.57		100AMP A&B feeds & above
286	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Power Fuse Reductions on Company BDFB	XVG++ XN6++ XPG++ XS6++	NRFY5			$367.81		50AMP A&B feeds & below
287	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Restencil Power and tag cables	XVG++ XN6++ XPG++ XS6++	NRFY6			$107.28		Per 1-4 feeds
288	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Power Records Update	XVG++ XN6++ XPG++ XS6++	NRFY7			$355.94		Per element
289	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Vendor Engineering	XVG++ XN6++ XPG++ XS6++	NRFY8			$711.88		Per Space Reassignment job

	A	B	C	D	E	F	G	H	I	J	K
290	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Power Fuse Reductions on Power Board	XVG++ XN6++ XPG++ XS6++	NRFY9			$490.41		100AMP A&B feeds & above
291	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Restencil Power and tag cables	XVG++ XN6++ XPG++ XS6++	NRFYA			$107.28		Per 1-4 feeds
292	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Power Records Update	XVG++ XN6++ XPG++ XS6++	NRFYB			$355.94		Per element
293	04A	IL	COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Vendor Engineering	XVG++ XN6++ XPG++ XS6++	NRFYC			$711.88		Per Space Reassignment job
294	04A	IL	COLLOCATION	Rates and Charges For Interconnection Termination Reduction Application Fee	XVG++ XN6++ XPG++ XS6++	NRFYD			$503.95		Per Request
295	04A	IL	COLLOCATION	Rates and Charges For Interconnection Termination Reduction Project Management Fee – Interconnection Cable Reduction	XVG++ XN6++ XPG++ XS6++	NRFYE			$2,441.33		Per Request
296	04A	IL	COLLOCATION	Rates and Charges For Interconnection Termination Reduction Remove VF/DS0 Cable	XVG++ XN6++ XPG++ XS6++	NRFYF			$2.60		Per linear foot
297	04A	IL	COLLOCATION	Rates and Charges For Interconnection Termination Reduction Remove DS1 Cable	XVG++ XN6++ XPG++ XS6++	NRFYG			$4.89		Per linear foot
298	04A	IL	COLLOCATION	Rates and Charges For Interconnection Termination Reduction Remove DS3 Cable (Coax)	XVG++ XN6++ XPG++ XS6++	NRFYH			$3.57		Per linear foot
299	04A	IL	COLLOCATION	Rates and Charges For Interconnection Termination Reduction Remove Fiber Cables	XVG++ XN6++ XPG++ XS6++	NRFYJ			$14.43		Per linear foot
300	04A	IL	COLLOCATION	Rates and Charges For Interconnection Termination Reduction Remove Fiber Jumpers	XVG++ XN6++ XPG++ XS6++	NRFYK			$18.79		Per linear foot
301	W2	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 2A				$0.00			$/conversation MOU
302	W2	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 2B				$0.00			$/conversation MOU
303	W2	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 1				$0.00			$/conversation MOU
304	W2	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Shared Facility Factor (AT&T ILLINOIS' Share)				24%			
305	W2	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Originating Landline to CMRS InterMTA Traffic Rate				$0.005073			$/conversation MOU
306	W2	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Originating Landline to CMRS InterMTA Traffic Percent				6%			
307	W2	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Trunking				$0.00			
308	2	IL	Transit - per MOU					$0.005034			
309	2	IL	LOCAL INTERCONNECTION ORDER	DS1 Transport Service Order Charge Per ASR - Electronic Establish Connection	(TBD)	(TBD)		NA	$11.44		Per ASR - Electronic Establish
310	2	IL	LOCAL INTERCONNECTION ORDER	DS1 Transport Service Order Charge Per ASR - Electronic Establish Disconnection	(TBD)	(TBD)		NA	$8.63		Per ASR - Electronic Establish
311	2	IL	LOCAL INTERCONNECTION ORDER	DS1 Transport Service Order Charge Per ASR - Manual Establish Connection	(TBD)	(TBD)		NA	$72.70		Per ASR - Manual Establish
312	2	IL	LOCAL INTERCONNECTION ORDER	DS1 Transport Service Order Charge Per ASR - Manual Establish Disconnection	(TBD)	(TBD)		NA	$42.47		Per ASR - Manual Establish
313	2	IL	LOCAL INTERCONNECTION ORDER	DS3 Transport Service Order Charge Per ASR - Electronic Establish Connection	(TBD)	(TBD)		NA	$11.44		Per ASR - Electronic Establish
314	2	IL	LOCAL INTERCONNECTION ORDER	DS3 Transport Service Order Charge Per ASR - Electronic Establish Disconnection	(TBD)	(TBD)		NA	$8.63		Per ASR - Electronic Establish
315	2	IL	LOCAL INTERCONNECTION ORDER	DS3 Transport Service Order Charge Per ASR - Manual Establish Connection	(TBD)	(TBD)		NA	$72.70		Per ASR - Manual Establish Connection
316	2	IL	LOCAL INTERCONNECTION ORDER	DS3 Transport Service Order Charge Per ASR - Manual Establish Disconnection	(TBD)	(TBD)		NA	$42.47		Per ASR - Manual Establish
317	2	IL	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Area A	UZ1	UEYB1	A	$ 73.46	NA	NA	
318	2	IL	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Area B	UZ1	UEYB2	B	$ 61.45	NA	NA	
319	2	IL	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Area C	UZ1	UEYB3	C	$ 61.56	NA	NA	
320	2	IL	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Area A	UZ3	UEYC1	A	$ 686.47	NA	NA	
321	2	IL	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Area B	UZ3	UEYC2	B	$ 768.77	NA	NA	
322	2	IL	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Area C	UZ3	UEYC3	C	$ 752.87	NA	NA	
323	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Area A	UZ1	CZ4X1	A	$ 17.35	NA	NA	Per Point of Termination
324	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Area B	UZ1	CZ4X2	B	$ 17.35	NA	NA	Per Point of Termination

	A	B	C	D	E	F	G	H	I	J	K
325	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Area C	UZ1	CZ4X3	C	$ 17.35	NA	NA	Per Point of Termination
326	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - InterArea	UZ1	CZ4XZ	I	$ 17.35	NA	NA	Per Point of Termination
327	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Area A	UZ1	1YZX1	A	$ 1.88	NA	NA	Per Mile
328	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Area B	UZ1	1YZX2	B	$ 1.88	NA	NA	Per Mile
329	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Area C	UZ1	1YZX3	C	$ 1.88	NA	NA	Per Mile
330	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - InterArea	UZ1	1YZXZ	I	$ 1.88	NA	NA	Per Mile
331	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Area A	UZ3	CZ4X1	A	$ 146.93	NA	NA	Per Point of Termination
332	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Area B	UZ3	CZ4X2	B	$ 146.93	NA	NA	Per Point of Termination
333	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Area C	UZ3	CZ4X3	C	$ 146.93	NA	NA	Per Point of Termination
334	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - InterArea	UZ3	CZ4WZ	I	$ 146.93	NA	NA	Per Point of Termination
335	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Area A	UZ3	1YZX1	A	$ 29.81	NA	NA	Per Mile
336	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Area B	UZ3	1YZX2	B	$ 29.81	NA	NA	Per Mile
337	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Area C	UZ3	1YZX3	C	$ 29.81	NA	NA	Per Mile
338	2	IL	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - InterArea	UZ3	1YZBZ	I	$ 29.81	NA	NA	Per Mile
339	2	IL	Multiplexing	DS3 to DS1 - Area A	UZ3	QM3X1	A	$ 404.30	NA	NA	
340	2	IL	Multiplexing	DS3 to DS1 - Area B	UZ3	QM3X2	B	$ 404.30	NA	NA	
341	2	IL	Multiplexing	DS3 to DS1 - Area C	UZ3	QM3X3	C	$ 404.30	NA	NA	