

FILE

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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of AT&T Ohio)
for the Approval of an Agreement Amendment Pursuant)
to Section 252 of the Telecommunications Act of 1996)

Case No. 07-616-TP-AEC

Name of Registrant(s) AT&T Ohio
DBA(s) of Registrant(s) The Ohio Bell Telephone Company uses the name AT&T Ohio
Address of Registrant(s) 150 E. Gay Street, Room 4-C, Columbus, Ohio 43215
Company Web Address www.att.com
Regulatory Contact Person(s) Jon F. Kelly Phone (614) 223-7928 Fax (614) 223-5955
Regulatory Contact Person's Email Address jk2961@att.com
Contact Person for Annual Report Michael R. Schaedler Phone (216) 822-8307
Consumer Contact Information Kathleen M. Gentile-Klein Phone (216) 822-2395
Date May 22, 2007

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☐ CTS (IXC) ☒ ILEC ☐ CLEC ☐ CMRS ☐ AOS
☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. *It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.*

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
 - ☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.
 - ☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) _____
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☒ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
 - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
 - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; Do Not Docket, 4 copies)
 - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
 - ☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
 - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
 - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
 - ☐ vi. Grandfather service (30-day approval, 10 copies)
 - ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
 - ☐ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
 - ☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
 - ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
 - ☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
 - ☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
 - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services
NOTE: Notifications do not require or imply Commission Approval.
 - ☐ a. New End User Service (0-day notice, 10 copies)
 - ☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
 - ☐ c. Withdrawal of service (0-day notice, 10 copies)

**THIS IS TO CERTIFY THAT THE IMAGES APPEARING ARE AN
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2007 MAY 22 PM 2:11
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THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
- ☐ a. Tier 1 ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
- ☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
- CTR Docket No. _____ - _____ - TP - CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial Statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 20-21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Kathleen M. Gentile-Klein, Manager, AT&T Ohio, 45 Erieview Plaza, Room 1500, Cleveland, Ohio 44114, (216) 822-2395

V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Robert J. Wentz, Manager, (614) 223-7950, Susan Drombetta, State Regulatory Advocate, (614) 223-8184, Jon F. Kelly, Counsel, (614) 223-7928 or Mary Ryan Fenlon, Counsel, (614) 223-3302, AT&T Ohio, 150 E. Gay Street, Room 4-C, Columbus, Ohio 43215

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

Ameritech Advanced Data Services of Ohio, Inc., d/b/a SBC Advanced Solutions d/b/a AT&T Advanced Solutions, Inc., Cert. No. 90-5181, AT&T Communications of Ohio, Inc., Cert. No. 90-9000, Cincinnati SMSA Limited Partnership, d/b/a Cingular, Cert. No. 90-5304, McLang Cellular, LLC d/b/a Cingular, Cert. No. 90-5332, New Cingular Wireless PCS, LLC d/b/a Cingular, Cert. No. 90-5352, SBC Long Distance, LLC, d/b/a AT&T Long Distance, Cert. No. 90-6150, TCG Ohio, Inc., Cert. No. 90-9010, Wheeling Cellular Telephone Company d/b/a Cingular, Cert. No. 90-5320, BellSouth Long Distance, Inc., Cert. No. 90-5734.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, _____, and am authorized to make this statement
(Name of Company)
on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at _____
(Date) (Location)

*(Signature and Title) (Date)

**** This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

VERIFICATION

I, Jon F. Kelly, verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Counsel 5/22/2007
(Date)

****Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal)
180 East Broad Street, Columbus, OH 43215-3793

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter Of The Application)	
For Approval Of An Agreement Amendment)	
Between AT&T Ohio and)	Case No. 07-616-TP-AEC
MCImetro Access Transmission Services, Inc.)	
Pursuant To Section 252 of the)	
Telecommunications Act of 1996.)	

APPLICATION FOR APPROVAL OF AN AGREEMENT
AMENDMENT PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

AT&T Ohio¹ hereby files the attached Tenth Amendment dated May 16, 2007 ("the Amendment") to the agreement between AT&T Ohio and MCImetro Access Transmission Services, LLC, dated December 17, 2002 ("the Agreement") for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e) ("the Act"). The Amendment further extends the term of the Superseding Reciprocal Compensation, Interconnection and Trunking provisions in the Agreement.

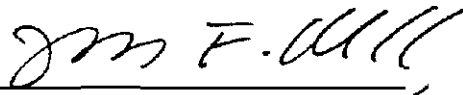
The Agreement was approved by the Commission on January 27, 2003 in Case No 01-1319-TP-ARB. AT&T Ohio requests that the Commission approve the Amendment.

¹ The Ohio Bell Telephone Company uses the name AT&T Ohio.

Respectfully submitted,

AT&T Ohio

By:



Jon F. Kelly
AT&T Ohio
150 E. Gay St., Rm. 4-A
Columbus, OH 43215

(614) 223-7928

Its Attorney

**AMENDMENT
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION,
INTERCONNECTION AND TRUNKING TERMS**

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (Amendment) is applicable to this and any future Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas¹ in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas or Wisconsin and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter ILEC") in the above listed states and MCImetro Access Transmission Services LLC (including those Agreements held by MCI as successor in interest to Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., Intermedia Communications LLC) and any of its future affiliates or subsidiaries which are a Certified Local Exchange Carrier (hereinafter "CLEC") in: California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" ("MFN") rights. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICAs that are addressed in this Amendment and also incorporate the

¹ The ILECs previously operated under d/b/a's that had "SBC" instead of "AT&T" in the d/b/a names set forth hereinabove.

terms of this Amendment in future interconnection agreements between the Parties in such states through the Termination Date; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-bound, Section 251(b)(5) and other compensable traffic including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and

WHEREAS, the Parties agree that they can identify ISP-bound traffic through the use of billing and other technical information rather than by means of the ratio set forth in the FCC's ISP Remand Order; and

WHEREAS, the Parties have exchanged traffic studies identifying the amount of ISP-bound traffic terminated by each of the Parties.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term of this Amendment shall commence on May 1, 2007² ("Effective Date") and shall continue until July 31, 2007. Thereafter, this Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days' written notice to the other Party (collectively, the "Termination Date"). As of the Effective Date, this Amendment terminates and supersedes in its entirety a certain "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" entered into by the Parties on April 1, 2005.
 - 1.1. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in this ICA. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through the Termination Date, will be governed by the provisions of this Amendment,

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt the Parties' ICA and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after May 1, 2007, it is AT&T's position that such adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this amendment prospectively beginning from the date that the MFN provisions become effective between ILEC and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further AT&T's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. Provided, however, if the underlying ICA or interconnection agreement expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through the Termination Date.

2. Except as provided in Section 3 below, during the term of this Amendment period, May 1, 2007 through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. If, during the term of this Amendment, CLEC adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from May 1, 2007 through the Termination Date. If the ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, CLEC or its Affiliate(s) may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.
3. Notwithstanding the provisions of Sections 2 or 18 or anything else herein, during the period from May 1, 2007 through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' ICAs in effect during the term of this Amendment with respect to any intercarrier compensation, POIs or trunking requirements that are subject to this Amendment; provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or *In the Matter of IP Enabled Services*, WC Docket 04-36, the affected provisions of this Amendment relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Amendment (including any separate

amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s), provided, however, that the rates, terms and conditions ultimately ordered by a state commission in the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as set forth in this Section 3 with respect to the to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions, during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this Amendment (as set forth in Section 17.5 below) and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 3.

4. POI Requirements

- 4.1. In order to qualify for receipt of compensation for Virtual FX traffic as defined in Section 13.2 of this Amendment at the rates provided in the Rate Schedule, attached hereto and made a part hereof as Exhibit A, CLEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 4 through 6 of this Amendment.
- 4.2. Compliance with the provisions of this Amendment shall be on a local calling area by local calling area basis, which means that CLEC's eligibility to receive reciprocal compensation for Virtual FX traffic as defined in Section 13.2 of this Amendment shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Sections 4 through 6 of this Amendment.
- 4.3. CLEC will exert commercially reasonable efforts in each ILEC state to establish a physical POI in each mandatory local calling area in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC companies).
 - 4.3.1. In California, Nevada, Connecticut, Michigan, Ohio, Indiana, Illinois and Wisconsin, the Parties agree that Section 4 is satisfied, as to all sub-tending end offices and rate centers in which CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the

appropriate local or access tandem serving, or at any mutually agreed end office within, the rate center.

4.3.2. In Arkansas, Missouri, Kansas, Oklahoma and Texas, the Parties agree that Section 4 is satisfied, as to all sub-tending end offices and rate centers where CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate tandem, if applicable, or any mutually agreed end office within, the local exchange area.

4.4. When establishing a POI required under Section 4 of this Amendment, the Parties agree:

4.4.1. CLEC may utilize existing interconnection arrangements at existing POIs, including the mid-span fiber meet architecture in service or being currently jointly planned; or

4.4.2. CLEC may utilize its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CLEC has spare fiber cable in an existing collocation space, CLEC may establish interconnection by terminating such fiber cable to an ILEC fiber optic terminal (FOT). This fiber cable handoff from CLEC's collocation facility to an ILEC FOT shall be in accordance with the applicable collocation provisions in the ICA, interconnection agreement or state tariff. If there are no provisions in the ICA, interconnection agreement or state tariff, then the fiber cable hand-off will be as mutually agreed upon by the Parties; or

4.4.3. CLEC may utilize new, mutually agreed upon, mid-span fiber meets, where CLEC will connect to the ILEC FOT by providing fiber cable at the last entrance (or agreed upon) manhole outside of the tandem, or at the last entrance (or agreed upon) manhole outside of an end office in the rate center where the Parties agree to interconnection at an end office; or

4.4.4. CLEC may utilize its existing facilities or the existing facilities of CLEC's interexchange carrier affiliate(s) (IXC), at the serving wire center locations where CLEC or its IXC have a facilities presence for switched and/or dedicated access traffic; or

4.4.5. CLEC may by purchase Special Access or switched dedicated access transport facilities and services from ILEC as provided for in Section 4.8; or

- 4.4.6. CLEC may utilize the transport facilities from a third party; or
- 4.4.7. CLEC may utilize any other arrangement that the Parties may agree meets the requirements of Section 4.
- 4.5. When establishing a POI required by Section 4, ILEC will allow CLEC to establish local interconnection trunk groups to transport local or intraLATA traffic utilizing the facilities of any of CLEC's multiple CLEC affiliates; provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group on the facility. ILEC will also allow CLEC to establish local interconnection trunk groups to transport local and intraLATA traffic utilizing the access facilities of CLEC's IXC affiliate(s); provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group and CLEC may not combine local interconnection and inter-exchange access traffic over the same trunk group on the IXC facility.
- 4.6. Where CLEC and ILEC have an existing interconnection architecture that meets the POI requirements described above, this existing interconnection architecture cannot be changed without the mutual agreement of both Parties; provided, however, nothing herein shall prevent CLEC from eliminating or decommissioning a POI at its option.
- 4.7. When a new POI is established under Section 4, ILEC shall be responsible for the provisioning and cost of facilities on its side of the POI and CLEC shall be responsible for the provisioning and cost of facilities from its side of the POI back to the CLEC facilities and network.
- 4.8. When CLEC establishes a POI by purchasing Special Access facilities and services or switched dedicated access transport facilities and services from ILEC, these facilities shall be considered available for local interconnection trunks; provided, however, that CLEC shall be responsible for the ordering and cost. CLEC may purchase these facilities and services out of the ILEC's intrastate access tariffs or interstate access tariffs, access contracts or other access pricing plans as authorized by the FCC. Except as provided in Section 4.8.1 below, CLEC will submit orders to the applicable ILEC Access Service Center (ASC) and the orders will be governed by the ordering and provisioning terms of the applicable FCC Access tariff.
- 4.8.1. Where CLEC establishes a new POI by purchasing Special Access facilities from ILEC, the Parties agree that where facilities exist between the new POI to be established and an existing CLEC POI, the new POI may be established as a "Billing POI" by utilizing existing facilities without physically moving trunks onto a newly established dedicated facility. When establishing such a "Billing

POI", the CLEC will issue an order to the applicable ILEC ASC for its use of bandwidth on the existing facility, if the facilities were to be installed. In this manner, the Parties agree that new facilities need not be physically established and any ordering and installation and engineering charges shall not apply.

4.8.2. The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in this Section 4.6 are provided by ILEC, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable ICA or interconnection agreement, regardless of the time limits contained therein.

5. During the term of this Amendment, CLEC may order and ILEC will provide, where facilities are available, sufficient dedicated services or facilities as referenced in Section 4.8 to the nearest existing CLEC POI in the Local Access and Transport Area (LATA). ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the CLEC POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing ICA or interconnection agreement. Trunking services or facilities will be established prior to exchanging live traffic and the Parties agree to abide by the trunk engineering/administration guidelines as stated in the ICA or interconnection agreement.
6. When interconnecting at ILEC's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
7. The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.
 - 7.1. The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a tandem serving area such that the DEOT does not fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas for two consecutive months. To determine the 70% threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the tandem serving area that CLEC has interconnection into. ILEC will be responsible for the costs and provisioning of the DEOTs to the POI and CLEC shall be responsible for making facility assignments at the POI for the DEOTs to be connected

to CLEC's transport facilities from the POI back to CLEC's network. If, upon request by ILEC, CLEC does not make the appropriate facility assignments which causes the DEOT to fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas, ILEC shall be entitled to withhold reciprocal compensation from the particular local calling area. Where the traffic in the tandem serving area does not exceed 144 trunks to justify DEOT at the 70% level, this paragraph shall not apply in such tandem serving area. Where the traffic does exceed 144 trunks to justify DEOT at the 70% level, this paragraph applies to all trunks in that tandem serving area.

8. Under no circumstances will CLEC be penalized for non-compliance with the POI and DEOT requirements if such non-compliance results from ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).
9. The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a mid-span fiber meet architecture as described in Appendix NIM or Network of the applicable ICA or interconnection agreement or, the AT&T-13 STATE Generic Agreement if an Appendix NIM or Network, or a similarly named network appendix, is not contained in said ICA or interconnection agreement. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. ILEC agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.
10. When establishing a new POI in an Existing Local Calling Area, CLEC will notify its ILEC Account Manager of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month transition period by letter to the ILEC Account Manager for CLEC. This 90 day notice is intended to give both Parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.
11. When establishing a POI in a New Local Calling Area, CLEC will notify its ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.
12. Upon expiration of this Amendment, CLEC and ILEC agree to evaluate whether to add or eliminate POIs to create an effective post-Amendment architecture. Both Parties will cooperate in adding or eliminating POIs so long as they are consistent with the then effective ICA or interconnection agreement concerning interconnection between the Parties.

13. Classifications of Traffic

13.1. Intercarrier traffic includes Section 251(b)(5) Traffic, ISP-Bound Traffic, transited traffic, intraLATA toll, mandatory EAS, optional Extended Area Service (EAS) and Metropolitan Calling Area (MCA) traffic. The terms "transited traffic," "intraLATA toll," "mandatory EAS" "optional EAS traffic" and "Metropolitan Calling Area" will have the meaning ascribed to them in the underlying ICAs and future interconnection agreements. "Section 251(b)(5) Traffic" shall mean the traffic lawfully compensable under Section 251(b)(5) of the Act as of the Effective Date of this Amendment. "ISP-Bound Traffic" shall mean any ISP traffic that as of the Effective Date of this Amendment is lawfully compensable under the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (released April 27, 2001). For purposes of this Section 13, intercarrier traffic includes all intercarrier traffic exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (both effective March 11, 2005).

The rates, terms and conditions for ISP-Bound Traffic are set forth in Section 14 of this Amendment.

13.2. If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic, referred to as Virtual Foreign Exchange (Virtual FX) traffic, shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation provided however, that such end users must both be located within the same LATA. Anything to the contrary in this Section 13.2 notwithstanding, if a legally effective decision of the Public Utility Commission of Texas in *Docket No. 28821* entitles ILEC to charge CLEC intrastate switched access charges for Virtual FX traffic terminated by ILEC, ILEC shall be permitted to do so without affecting ILEC'S obligation to pay reciprocal compensation for Virtual FX traffic ILEC terminates to CLEC in Texas.

13.3. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.

13.4. The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the Parties' switched access tariffs.

13.5. Compensation for AT&T-transited minutes of use (MOU) will be governed by the ICAs and future interconnection agreements.

14. Compensation for ISP-Bound Traffic

14.1. This Section 14 includes the rates, terms and conditions for the exchange of ISP-Bound Traffic. For purposes of this Section 14 and Section 16 below, ISP-Bound Traffic includes all ISP-Bound traffic exchanged by the Parties pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (both effective March 11, 2005).

14.2. The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic, including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching); and ISP-Bound Traffic is subject to the growth caps, rebuttable presumption and new local market restrictions stated below. Notwithstanding anything to the contrary in this Amendment, the growth caps, new market restrictions and the rebuttable presumption described below apply to CLEC for the term of this Amendment.

14.3. The Parties agree to compensate each other for such ISP-Bound Traffic on a minute of use basis, at \$0.0007 per minute of use.

14.4. ISP-Bound Traffic Minutes Growth Cap

14.4.1. On a calendar year basis, as set forth below, CLEC and ILEC agree to cap overall compensable ISP-Bound Traffic minutes of use ("Growth Cap"). The Parties agree that the Growth Cap shall be an amount equal to:

1st Quarter 2001 compensable ISP-Bound minutes of use, multiplied by 4, multiplied by 1.21, plus all minutes of use terminated by ILEC on behalf of CLEC pursuant to the Parties' COBRA Agreement.³

³ In the event a carrier adopts this ICA and Amendment pursuant to Section 252(i), the growth cap for the adopting carrier shall be: 1st Quarter 2001 compensable ISP-Bound minutes of use, multiplied by 4, multiplied by 1.21; provided, however, that if such carrier also had a COBRA Agreement with AT&T which has been terminated, the adopting carrier's growth cap shall also include the addition of the minutes of use terminated by AT&T on behalf of the adopting carrier pursuant to the Parties' COBRA Agreement.

- 14.4.2. ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network

14.5 Bill and Keep for ISP-Bound Traffic in New Markets

- 14.5.1. In the event CLEC and ILEC have not previously exchanged ISP-Bound Traffic in any one or more LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between CLEC and ILEC for the remaining term of this Amendment in any such LATAs.
- 14.5.2. Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.
- 14.5.3. The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Transit traffic, Optional EAS traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

15. Compensation for Section 251(b)(5) Traffic and EAS Traffic

- 15.1. The rates for Section 251(b)(5) traffic (including Mandatory EAS) are set forth in Exhibit A. Except as specifically set forth in this Amendment, the terms and conditions relating to Section 251(b)(5) Traffic (including Mandatory EAS) are set forth in the ICAs. For purposes of this Section 15 and Section 16 below, Section 251(b)(5) traffic includes all Section 251(b)(5) traffic exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreements between the Parties (except for AT&T Connecticut) (both effective March 11, 2005).
- 15.2. The Parties agree to the following application of the rate elements set forth in Exhibit A to 251(b)(5) traffic and mandatory EAS traffic, including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale, wholesale basis (e.g., UNE-P/unbundled local switching if and to the extent available, a Local Wholesale Complete product, 271 local switching);

70% of 251(b)(5) and Mandatory EAS traffic shall be compensated at the end office switching rate;

30% of 251(b)(5) and Mandatory EAS traffic shall be compensated at the end office switching rate, tandem switching rate and common transport rates (assuming 15 miles of transport).

15.3. The rates, terms and conditions for optional EAS are set forth in the ICAs.

16. Terms Applicable to Both ISP-Bound and Section 251(b)(5) Traffic

16.1 The Parties agree to compensate each other based upon the amounts of ISP-bound and 251(b)(5) traffic exchanged by the Parties and reflected in traffic studies conducted and exchanged by the Parties prior to the Effective Date of this Amendment. The Parties specifically acknowledge that the compensation for ISP-bound and 251(b)(5) traffic is based on measurements of actual traffic exchanged by the Parties.

16.2. Upon mutual agreement of the Parties in writing, the Parties may implement a single rate for both Section 251(b)(5) and ISP-bound Traffic based upon the percentage of ISP-bound Traffic (compensated at \$0.0007 per minute of use) and the percentage of Section 251(b)(5) traffic (70% at the state TELRIC end office rate set forth in Exhibit A and 30% at the state TELRIC tandem rates set forth in Exhibit A).

16.3. Notwithstanding anything to the contrary in this Agreement, either Party may, after this Amendment has been in effect for one (1) year, request that the Parties conduct new traffic studies to determine the proportions of ISP-bound and 251(b)(5) traffic terminated by each Party. Upon such request, the Parties shall conduct and exchange traffic studies according to the methodology used in the studies described in Section 14.4.2. The Parties shall use the resulting proportions of ISP-bound and 251(b)(5) traffic from the new studies to compensate each other prospectively for local traffic for the remainder of the term of this Amendment. If the Parties can not agree upon the appropriate proportion of ISP-Bound and 251(b)(5) traffic, either Party may take appropriate action at the state Commission pursuant to section 252 of the Act to seek appropriate compensation on ISP-Bound and 251(b)(5) traffic. If a Party takes such action at the applicable state Commission, the Parties agree to use such proportion and/or methodology approved by the state Commission as of the date of the Commission approval and, in addition, the Commission-ordered proportion/methodology shall be utilized to determine the true-up as described below. During the pendency of any such proceedings to alter the proportion of ISP-Bound and 251(b)(5) traffic, CLEC and ILEC will remain obligated to pay based on the current proportion of ISP-Bound and

251(b)(5) traffic, subject to a true-up. Upon conclusion of a state Commission proceeding to determine the appropriate proportion/methodology, the Parties shall use the results of the state Commission proceeding and true-up of any amounts paid on ISP-Bound and 251(b)(5) traffic retroactive back to the date a Party first sought appropriate relief from the Commission to reflect the revised proportion of ISP-Bound and 251(b)(5) traffic as ordered by the state Commission.

17. Intrastate Access Rates

- 17.1. For intrastate intraLATA toll traffic, exchanged pursuant to the ICA's, and both the Local Wholesale Complete agreement between the Parties (effective March 11, 2005) and the 271 Local Switching agreement between the Parties (except for AT&T Connecticut) (effective March 11, 2005), compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located.

18. Reservation of Rights

- 18.1. Neither Party will argue or take the position before any state or federal regulatory body that this agreement constitutes an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004) and the FCC's Notice of Proposed Rulemaking In the Matter of IP-Enabled Services, WC Docket 04-36 (rel. March 10, 2004). The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic during the term of this Amendment. The Parties further agree that this Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By

entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

- 18.2. The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.
- 18.3. The Parties continue to disagree as whether CLEC is required to establish a physical POI in each local calling area. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that CLEC must or must not establish a POI in each local calling area. Therefore, CLEC's establishment of a physical POI in each local calling area under the Amendment shall not be construed as agreement by CLEC that physical POIs are required to be established in each local calling area, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment physical POIs will be established as set forth in this Amendment.
- 18.4. Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 18.5. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state

regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004).

19. Additional Terms and Conditions

- 19.1. This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that Exhibit A, hereto, applies to specified periods of time over the course of the full term of this Amendment, and is intended to be date specific. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.

- 19.2. The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICA or interconnection agreement. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.
- 19.3. This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 19.4. The terms contained in this Amendment and its Exhibit A, constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.
- 19.5. The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.
- 19.6. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 19.7. This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties on May 1, 2007 (the Effective Date).



MCImetro Access Transmission Services LLC	AT&T Operations, Inc. as authorized agent for Southwestern Bell Telephone, L.P., d/b/a AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas and AT&T Texas, The Southern New England Telephone Company d/b/a AT&T Connecticut, Nevada Bell Telephone Company, d/b/a AT&T Nevada, Pacific Bell Telephone Company, d/b/a AT&T California, Illinois Bell Telephone Company, d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated, d/b/a AT&T Indiana, Michigan Bell Telephone Company, d/b/a AT&T Michigan, The Ohio Bell Telephone Company, d/b/a AT&T Ohio and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin
By: <u></u>	By: <u></u>
Title: <u>Director</u>	Title: <u>Executive Director-Regulatory</u>
Name: <u>Peter H. Reynolds</u>	Name: <u>Rebecca L. Sparks</u>
Date: <u>May 10, 2007</u>	Date: <u>MAY 16 2007</u>

EXHIBIT A

	A	B	C	D	E	F
1	ISP Bound Traffic		\$ 0.000700			
2						
3			Arkansas	Kansas	Oklahoma	Missouri
4	End Office Switching	Zone 4	n/a	n/a	n/a	\$0.002391
5		Zone 3	\$ 0.001310	\$ 0.001310	\$ 0.003800	\$0.002807
6		Zone 2	\$ 0.001690	\$ 0.001690	\$ 0.002516	\$0.001949
7		Zone 1	\$ 0.002530	\$ 0.002530	\$ 0.002268	\$0.001620
8						
9	Tandem Switching		\$ 0.000789	\$ 0.000789	\$ 0.000956	\$ 0.001231
10						
11	Common Transport Termination	Zone 4	n/a	n/a	n/a	\$0.000132
12		Zone 3	\$ 0.000157	\$ 0.000157	\$ 0.000266	\$0.000246
13		Zone 2	\$ 0.000171	\$ 0.000171	\$ 0.000282	\$0.000232
14		Zone 1	\$ 0.000196	\$ 0.000196	\$ 0.000499	\$0.000155
15		Interzone	\$ 0.000186	\$ 0.000186	\$ 0.000147	\$0.000271
16						
17	Common Transport Facility	Zone 4	n/a	n/a	n/a	\$0.000008
18	Per Minute per Mile	Zone 3	\$ 0.000001	\$ 0.000001	\$ 0.000008	\$0.0000117
19		Zone 2	\$ 0.000003	\$ 0.000003	\$ 0.000049	\$0.0000057
20		Zone 1	\$ 0.000006	\$ 0.000006	\$ 0.000027	\$0.0000016
21		Interzone	\$ 0.000001	\$ 0.000001	\$ 0.000002	\$0.0000030
22						
23			California	Nevada	Michigan	
24	End Office Call Set-Up		\$ 0.001472	\$ -	\$ 0.000620	
25	End Office Call Duration		\$ 0.001382	\$ 0.001610	\$ 0.000521	
26						
27	Tandem Switching Set-Up		\$ 0.001562	\$ -	\$ 0.000322	
28	Tandem Switching Duration		\$ 0.000461	\$ 0.001700	\$ 0.000337	
29						
30	Common Transport (Fixed)/Tandem Term Set-up		\$ 0.001270	\$ 0.007270	\$ 0.000077	
31	Tandem Term Duration		n/a	n/a	\$ 0.000081	
32	Common Transport (Variable) (per mou per mlie)		\$ 0.000020	\$ -	\$ 0.000001	
33						
34						
35			Illinois	Indiana	Ohio	Wisconsin
36	End Office Switching		\$ 0.003746	\$ 0.004097	\$ 0.003600	\$ 0.004241
37	Tandem Switching		\$ 0.001072	\$ 0.000307	\$ 0.000623	\$ 0.000704
38	Tandem Transport Termination		\$ 0.000201	\$ 0.000102	\$ 0.000146	\$ 0.000188
39	Tandem Transport Facility Mileage (per mou per mile)		\$ 0.000013	\$ 0.000005	\$ 0.000006	\$ 0.000014
40						
41	Texas					
42	Call Set-Up		\$ 0.0010887			
43	Duration		\$ 0.0010423			
44						
45	Connecticut					
46	End Office Served Rate		\$ 0.003576			
47	Tandem Served Rate		\$ 0.005660			