

LARGE FILING SEPERATOR SHEET

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SECTION: 402 4

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DESCRIPTION OF DOCUMENT: NEW Case

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

106. Average Days Required to Process a Request	
Definition:	
The average time it takes to process a request for access to poles, conduits, and right-of-ways.	
Exclusions:	
None	
Business Rules:	
The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
$\Sigma(\text{Date request returned to CLEC} - \text{date request received from CLEC}) \div \text{total requests}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
90% within 35 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL	

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Collocation

107. Percentage Missed Collocation Due Dates

Definition:

The percentage of SBC/Ameritech caused missed due dates for collocation projects.

Exclusions:

If the CLEC has not submitted their second fifty percent (50%) payment prior to the space being turned over, SBC/Ameritech will exclude the job from reporting. For instances where the payment has rightfully been withheld, (the account manager provides the notification to proceed), the job is not excluded.

Business Rules:

The clock starts when SBC/Ameritech receives, in compliance with the Commission Order, approved interconnection agreement or effective tariff, whichever is applicable, payment and return of proposed layout for space as specified in the application form from the CLEC and the clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy. The CLEC will then have 5 business days to accept or not accept the collocation space. If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC/Ameritech of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC/Ameritech to complete the space per the specifications will be counted as part of the interval. Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC/Ameritech and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. The extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:

- CLEC return to SBC/Ameritech corrected and complete floor plan drawings.
- CLEC placement of required component(s).

If the business rules and Commission Order, approved interconnection agreement or effective tariff, whichever is applicable, are inconsistent, then these business rules are superseded.

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Levels of Disaggregation:						
For Physical Collocations:						
<ul style="list-style-type: none">• Caged• Shared Caged• Caged Common• Cageless• Adjacent On-site• Adjacent Off-site• All Augments to Physical Collocation						
For Virtual Collocations:						
<ul style="list-style-type: none">• Virtual• All Augments to Virtual Collocations						
Calculation:				Report Structure:		
(count of number of SBC/Ameritech caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100				Reported for individual CLEC and all CLECs and SBC/Ameritech Affiliate		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Less than 5% not met within the due date) Damages and Assessments will be calculated based on the number of calendar days late. The critical z-value does not apply.						

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108. Average Delay Days for SBC/Ameritech Missed Due Dates					
Definition:					
The average delay days caused by SBC/Ameritech to complete collocation facilities.					
Exclusions:					
If the CLEC has not submitted their second fifty percent (50%) payment prior to the space being turned over, SBC/Ameritech will exclude the job from reporting. For instances where the payment has rightfully been withheld, (the account manager provides the notification to proceed), the job is not excluded.					
Business Rules:					
The clock starts when SBC/Ameritech receives an accurate and complete application form for space from the CLEC and the clock stops when the collocation space is turned over to the CLEC for their occupancy at the walk-through. If the walk-through is scheduled after the due date, then the clock stops on the due date. Due Date Extensions will be extended when mutually agreed to by SBC/Ameritech and the CLEC. SBC/Ameritech will turn over the APOT with the notice of job completion if the CLEC has submitted their second fifty-percent (50%) payment prior to the due date.					
Levels of Disaggregation:					
<ul style="list-style-type: none">• Caged• Caged Common• Shared Caged• Adjacent On-Site• Adjacent Off-Site• Cageless• Augments to Physical Collocation• Virtual• Augments to Virtual Collocation					
Calculation:			Report Structure:		
$\Sigma(\text{Date collocation work completed} - \text{collocation due date}) \div \text{SBC/Ameritech caused missed collocation completions.}$			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None

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Benchmark:

Delay days not to exceed 10% of standard interval for IN, MI, OH and WI.

- Physical - 90 days standard interval, 10% of std interval = 9 Calendar Days
- Virtual - 60 days standard interval, 10% of std interval = 6 Calendar Days
- Cageless - 60 days standard interval, 10% of std interval = 6 Calendar Days
- Additions - 90 days standard interval, 10% of std interval = 9 Calendar Days

IL = Parity with SBC/Ameritech Affiliate.

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109. Percent of Requests Processed Within the Established Timelines					
Definition:					
The percent of requests for collocation facilities processed within the established timelines.					
Exclusions:					
Business Rules:					
The clock starts when SBC/Ameritech receives the application. The clock stops when SBC/Ameritech responds back to the application request with a quote. Per FCC Order 99-48 (706 Collocations Requirements). Applications received after 2:00 p.m. are considered as being received on the next business day.					
Levels of Disaggregation:					
<ul style="list-style-type: none">• Physical• Virtual• Cageless• Additions					
Calculation:			Report Structure:		
(# of requests processed within the timeline ÷ total requests with quotes) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None
Benchmark:					
90% within 10 Calendar Days = IN, MI, OH, WI. IL = Parity with SBC/Ameritech Affiliate					

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Directory Assistance Database

110. Percentage of Updates Completed into the DA Database within 72 Hours for Facility-Based CLECs					
Definition:					
The percentage of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory changes.					
Exclusions:					
<ul style="list-style-type: none">• Weekends and Holidays.• CLEC caused errors.• Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)					
Business Rules:					
For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day. For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday. The update clerk's work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.					
Levels of Disaggregation:					
IN, MI, OH, WI = None IL = Manual and Electronic					
Calculation:			Report Structure:		
(# of updates completed within 72 hours ÷ total updates completed) * 100			Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None
Benchmark:					
<ul style="list-style-type: none">• IN, MI, OH, WI = 95% updated within 72 hours• IL = Manual orders are 95% updated within 72 hours and Electronic orders are parity with SBC/Ameritech Retail					

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111. Average Update Interval for DA Database for Facility-Based CLECs					
Definition:					
The average update interval for DA database changes for facility-based CLECs.					
Exclusions:					
<ul style="list-style-type: none">Weekends and holidaysCLEC caused errorsUpdates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)					
Business Rules:					
For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day. For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday. The update clerk's work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.					
Levels of Disaggregation:					
<ul style="list-style-type: none">IN, MI, OH, WI = NoneIL = Manual and Electronic					
Calculation:			Report Structure:		
[Σ (8:00 a.m. of the day following the input into the DL database – Time update received from CLEC)] ÷ total updates completed			Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None
Benchmark:					
<ul style="list-style-type: none">IN, MI, OH, WI = 48 HoursIL = Manual are 48 hours and Electronic orders are parity with SBC/Ameritech Retail.					

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112. Percentage DA Database Accuracy For Manual Updates for Facility-Based CLECs					
Definition:					
The percentage of DA records that were updated by SBC/Ameritech correctly. The data required to calculate this measurement will be provided by the CLEC. The CLEC will provide the number of records transmitted and the errors found. SBC/Ameritech will verify the records determined to be in error to validate that the records were input by SBC/Ameritech incorrectly.					
Exclusions:					
<ul style="list-style-type: none">• Errors not submitted within 10 days of order confirmation receipt.• CLEC caused errors• Weekends and Holidays• Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc					
Business Rules:					
For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day. For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday. The update clerk's work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.					
Levels of Disaggregation:					
None					
Calculation:			Report Structure:		
(# of manual updates without SBC/Ameritech caused errors ÷ Total updates processed) *100			Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None
Benchmark:					
97%					

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113. Percentage of Electronic Updates that Flow Through the Update Process Without Manual Intervention					
Definition:					
Percentage of electronic updates from entry to distribution that progress through SBC/Ameritech ordering systems to ALPSS for Illinois, Michigan, Ohio and Wisconsin. Percentage of electronic updates from entry to distribution that progress through SBC/Ameritech ordering systems to DA for Indiana.					
Exclusions:					
<ul style="list-style-type: none">• Updates rejected due to incorrect/invalid data received from the CLEC (e.g. missing zip code, incomplete phone number, etc.).• CLEC caused errors• Weekends and Holidays					
Business Rules:					
The number of updates, for facility-based providers, that flow through SBC/Ameritech's ordering systems and are passed to ALPSS or DA without manual intervention, divided by the total number of updates issued within the reporting period.					
Levels of Disaggregation:					
None					
Calculation:			Report Structure:		
(# of updates of that flow through to ALPSS or DA + Total updates received in the month) * 100			Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None
Benchmark:					
<ul style="list-style-type: none">• IN, MI, OH, WI = 97%• IL = Parity with SBC/Ameritech Retail.					

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Coordinated Conversions

114. Percentage of Premature Disconnects (Coordinated Cutovers)						
Definition:						
Percentage of coordinated cutovers where SBC/Ameritech prematurely disconnects the customer 10 minutes or more prior to the scheduled conversion.						
Exclusions:						
None						
Business Rules:						
A premature disconnect occurs any time SBC/Ameritech disconnects the CLEC customer 10 or more minutes prior to the CLEC being on line. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines						
Levels of Disaggregation:						
<ul style="list-style-type: none">Coordinated Hot Cuts – LNP with LoopFrame Due Time – LNP with Loop						
Calculation:				Report Structure:		
(# of prematurely disconnected CHC/FDT LNP with Loop orders ÷ total coordinated CHC/FDT LNP with Loop orders) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
2% or less premature disconnects starting 10 minutes before scheduled time.						

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114.1. CHC/FDT LNP with Loop Provisioning Interval						
Definition:						
The % of CHC/FDT LNP with Loop Lines completed by SBC/Ameritech within the established provisioning intervals.						
Exclusions:						
<ul style="list-style-type: none">• CHC LNP with Loop with greater than 24 loops (including multiple LSRs totaling 25 or more lines to the same customer premise on the due date).• CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SBC/Ameritech the opportunity to complete CHC/FDT LNP with Loop within the designated interval.• IDLC (pair gain systems) identified on or before the due date.• Any order in the FMOD process						
Business Rules:						
The start time is at the direction of the CLEC and based on a negotiated and scheduled time for coordinated hot cut orders (CHC). For CHC orders, the clock starts when the CLEC calls the SBC/Ameritech LOC to start the conversion, and ends when the SBC/Ameritech technician completes the cross connect to the CLEC facilities and has called the CLEC to notify that the cutover has been completed. For FDT orders, the clock starts at the frame due time and ends when the SBC/Ameritech technician completes the cross-connect to the CLEC facilities. This measurement only includes Coordinated Hot Cuts with 1-24 loops. A conversion with 25 or more lines (including multiple orders totaling 25 or more lines to the same customer premise on the same due date) is considered a project and is negotiated with the CLEC at the time of conversion.						
Levels of Disaggregation:						
CHC/LNP with loop <ul style="list-style-type: none">• < 10 lines• 10-24 lines FDT/LNP with loop <ul style="list-style-type: none">• < 10 lines• 10-24 lines						
Calculation:				Report Structure:		
(Total CHC/FDT LNP with Loop Lines within the designated interval ÷ total CHC/FDT LNP with Loop lines) * 100.				Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	Med	Med	Med	Med	Med	

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Benchmark:

CHC/FDT LNP with Loop for < 10 Lines 90% within one hour.

CHC/FDT LNP with Loop for 10-24 Lines 90% within two hours.

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115. Percentage of SBC/Ameritech Caused Delayed Coordinated Cutovers					
Definition:					
Percentage of Ameritech caused late coordinated cutovers in excess of "X" (30, 60 and 120) minutes.					
Exclusions:					
• Any order in the FMOD process					
Business Rules:					
A coordinated cutover is delayed if SBC/Ameritech is not ready within "X" (30, 60, and 120) minutes after the scheduled cut time. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines					
Levels of Disaggregation:					
• CHC LNP with Loop • FDT LNP with Loop					
Calculation:			Report Structure:		
(# of SBC/Ameritech caused late coordinated CHC/FDT LNP with Loop orders in excess of "X" (30, 60 and 120) minutes ÷ total coordinated CHC/FDT LNP with Loop orders) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None
Benchmark:					
8% or less of SBC/Ameritech coordinated conversions beyond 30 minutes, 2% beyond 60 minutes from scheduled time or 1% beyond 120 minutes.					

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115.1 Percent Provisioning Trouble Reports (PTR)						
Definition:						
Measures the percent of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion.						
Exclusions:						
<ul style="list-style-type: none">• Reports for which the trouble is attributable to the SBC/Ameritech network (unless SBC/Ameritech had knowledge of the trouble prior to the due date.• IDLC (pair gain systems) identified on or before the due date.• Non-measured reports (CPE, Interexchange, and Information reports).						
Business Rules:						
The percent of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion, or before noon on the next business day. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines						
Levels of Disaggregation:						
<ul style="list-style-type: none">• CHC• FDT						
Calculation:				Report Structure:		
(Count of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion or before noon on the next business day after conversion ÷ total # of CHC/FDT circuits converted) * 100.				Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
2%						

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115.2 Mean Time To Restore – Provisioning Trouble Report (PTR)	
Definition:	
Average duration of the outage from the receipt of the PTR to the time it is cleared.	
Exclusions:	
<ul style="list-style-type: none"> • Non-measured reports (CPE, Interexchange, and Information reports). • No access to the end user's location. 	
Business Rules:	
The start time is when the report is received. The stop time is when the report is cleared. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • CHC • FDT 	
Calculation:	Report Structure:
$\Sigma[(\text{Date and time PTR is closed with the customer}) - (\text{date and time PTR is received})] \div \text{total PTRs.}$	Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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NXX

117. Percent NXXs Loaded and Tested Prior to the LERG Effective Date						
Definition:						
The percent of NXXs loaded and tested prior to the LERG effective date.						
Exclusions:						
None						
Business Rules:						
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXXs in the local calling area will be based on the LERG effective date.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# of NXXs loaded and tested by LERG effective date ÷ total NXXs loaded and tested) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity						

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118. Average Delay Days for NXX Loading and Testing					
Definition:					
Average calendar days from due date to completion date on company missed NXX orders.					
Exclusions:					
None					
Business Rules:					
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXXs in the local calling area will be based on the LERG effective date.					
Levels of Disaggregation:					
None					
Calculation:			Report Structure:		
$\Sigma(\text{Completion Date} - \text{LERG effective date}) + \text{Total SBC/Ameritech caused late orders}$			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None
Benchmark:					
Parity					

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119. Mean Time to Repair						
Definition:						
Average duration of NXX trouble reports from the receipt of the customer trouble report to the time that the trouble report is cleared.						
Exclusions:						
None						
Business Rules:						
The start time is when the report is received. The stop time is when the trouble report is cleared. SBC/Ameritech will contact the CLEC to close the trouble.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
[Σ(Date and time trouble report is cleared with the customer – Date and time trouble report is received) + (Total NXX trouble reports)]				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity						

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Bona Fide Request Process (BFRs)

120. Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona Fide Requests processed within 30 business days.	
Exclusions:	
Weekends and Holidays.	
Business Rules:	
The clock starts when SBC/Ameritech receives the application. The clock stops when SBC/Ameritech completes application processing.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(# of number of requests processed within 30 days ÷ total requests) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
90% within 30 business days – IN, MI, OH, WI. IL = Parity with SBC/Ameritech Affiliate.	

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121. Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days						
Definition:						
Percentage of quotes provided in response to authorized Bona Fide Requests (authorized preliminary analysis from CLEC) within 45 business days.						
Exclusions:						
Weekends and Holidays.						
Business Rules:						
The clock starts when SBC/Ameritech receives the authorization. The clock stops when SBC/Ameritech responds back to the authorization request with a quote.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# of requests processed within 45 days ÷ total # of requests) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
90% within 45 business days = IN, MI, OH, WI.						
IL = Parity with SBC/Ameritech Affiliate						

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New Performance Measure

124. Timely Resolution of Significant Software Failures Related with Releases

Definition:

Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.

Exclusions:

Error where a workaround transparent to the CLEC is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC) that is different from what would be required if the software had not failed.

Business Rules:

Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to Ameritech, or receive back from Ameritech, order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround that does not require the CLEC to do anything different from what would be required if the software had not failed is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.

Levels of Disaggregation:

None

Calculation:

$$\frac{(\# \text{ Significant Software Failures resolved within 48 hours} \div \text{Total Significant Software Failures}) \times 100}{}$$

Report Structure:

By CLEC, on an Ameritech Regional basis (non-state specific)

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High

Benchmark:

95% completed within 48 hours or 2 days.

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New Performance Measure

124.1 Test Environment Availability

Definition:

Extent that the Joint Test Environment is actually available to CLECs.

Exclusions:

None

Business Rules:

The total "Scheduled system available hours" is the cumulative number of hours during the reporting period that Ameritech has committed to provide CLECs access to the Joint Test Environment. "Hours functionality is available during the scheduled available hours" is the actual number of hours, during scheduled system available hours, during which the Joint Test Environment is actually available for testing purposes. The actual time available is divided by the scheduled time available and the result multiplied by 100 to produce the "Percent system availability" measure.

Scheduled system available hours is Monday through Friday, 8:00AM to 5:00PM CT (except as noticed to the industry via Accessible Letter). "Hours functionality is available during the scheduled available hours" is calculated from the date/time a CLEC reports its inability to access the Joint Test Environment to the date/time the reporting CLEC is able to access the Joint Test Environment, based on records maintained by Ameritech's Joint Test Environment Availability Team.

Only situations where the inability of the CLEC to access the Joint Test Environment is confirmed to be due to a problem within the control of SBC Ameritech are to be included in this measure. Situations where a CLEC cannot access the Joint Test Environment due to problems outside the control of SBC Ameritech (e.g. internal CLEC network connectivity or performance issues) will not be included in this PM

Levels of Disaggregation:

- Pre-Order
- Order

Calculation:

$$\frac{[(\text{Hours functionality is available during the scheduled available hours}) \div \text{Scheduled system available hours}]}{100}$$

Report Structure:

Reported on an aggregate CLEC basis and a Ameritech-region basis (non-state specific)

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	None	Med	None	None	None
Tier 2	None	Med	None	None	None

Benchmark:

Diagnostic

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Additional Measures

MI 2. Percentage of Orders Given Jeopardy Notices Within 24 Hours of the Due Date						
Definition:						
Percentage of Orders Given Jeopardy Notices within 24 hours of the Due Date measures the percentage of 870s sent less than 24 hours (1 day) prior to the due date.						
Exclusions:						
<ul style="list-style-type: none">• CLEC/End User Initiated Jeopardy Codes.• Weekends and Holidays.• Orders that fall into, or are completed thru, the FMOD process.• Orders received from CLEC and due on same day.• Jeopardy Notices sent on or after the due date.						
Business Rules:						
An 870 is a jeopardy notice that is sent to the CLEC to notify them that an order's due date is in jeopardy of being missed. Consider "24 hours" as 1 day. The measure is calculated using business days only (i.e., Monday-Friday). Unsolicited FOCs will be counted as Jeopardies.						
Levels of Disaggregation:						
<ul style="list-style-type: none">• Resale POTS<ul style="list-style-type: none">-- Field Work (FW)-- Non-Field Work (NFW)• Resale Specials<ul style="list-style-type: none">-- Field Work (FW)-- Non-Field Work (NFW)• Unbundled Loops<ul style="list-style-type: none">-- Field Work (FW)-- Non-Field Work (NFW)• UNE-Ps<ul style="list-style-type: none">-- Field Work (FW)-- Non-Field Work (NFW)						
Calculation:				Report Structure:		
[(# of orders receiving an 870 within 24 hours of the order due date) ÷ (Total orders receiving an 870 in the report month)] * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	

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Benchmark:

Less than or equal to 5% orders given jeopardy notices with 24 hours of the due date

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MI 3. Coordination Conversions Started Within One Hour of the Scheduled Time	
Definition:	
Coordinated Conversion Started Within One Hour of the Scheduled Time measures the number of coordinated unbundled loop cutovers started within one hour of the start scheduled time as a percentage of all coordinated unbundled loops completed in the reporting period.	
Exclusions:	
<ul style="list-style-type: none"> • Orders for which the CLEC was not ready after the cutover was started. • Canceled orders. 	
Business Rules:	
A coordinated loop is any unbundled loop requiring coordination. The start date is the date and time the central office/translations work begins. The scheduled time is the cutover date and time requested by the CLEC and found on the cutover schedule. The cutover is considered complete when the work is completed by SBC/Ameritech. The measure is counted in the period it is completed. The measure is counted on the first item of the first order (when related orders are involved) and then calculated by item based on the number of items on the order/orders. CHC orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines	
Levels of Disaggregation:	
Unbundled Loops	
Calculation:	Report Structure:
# of cross connection started within one hour of the scheduled time / Total coordinated unbundled loops for reporting period	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 - None Tier 2 - None	
Benchmark:	
Diagnostic	

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MI 4. Average Time to Provide a Collocation Arrangement	
Definition:	
Average Time to Provide a Physical Collocation Arrangement measures the average elapsed time between the date a collocation COBO payment is received and the date the CLEC is notified that the physical node is completed, for the total number of physical nodes completed in the reporting period.	
Exclusions:	
<ul style="list-style-type: none"> • Canceled orders. • Orders where the customer requested a due date beyond the contractual date. • CLEC-caused delays such as arranging final walk-through or accepting collocation space. 	
Business Rules:	
The measure is calculated using calendar days. The receipt of a collocation COBO payment is indicative of a firm order. The clock is restarted if the CLEC modifies its request. Time between completion and node final walk through is not included in the completion interval calculation..	
Levels of Disaggregation:	
Physical Collocation	
Calculation:	Report Structure:
$\Sigma[(\text{Date Physical Node Is Complete}) - (\text{Date Collocation COBO Payment Is Received})] + \text{Total Physical Nodes Completed}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate
Measurement Type:	
Tier 1 - None Tier 2 - None	
Benchmark:	
Diagnostic	

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MI 5. Structure Requests Completed Outside of Interval	
Definition:	
Structure Requests Completed Outside of Interval measures the number of requests to view SBC/Ameritech structure records that are not completed within the standard time interval as a percentage of requests completed in the reporting period.	
Exclusions:	
Requests for SBC/Ameritech to perform record checks.	
Business Rules:	
<p>Structure includes poles, ducts, conduit and rights-of-way that are owned or controlled by SBC/Ameritech. The request is counted in the period in which the request is completed. Changes to the request will be deemed to be a new request and will result in a new date being established for the priority queue. Requests received after 12:00 noon Eastern Standard Time are considered received the following business day. Interval calculation is based on business days.</p> <p>Information Access includes requests for viewing (or copies). A field survey is a physical check of manholes and/or poles to determine availability of space for placing the attaching Party's facilities. Make Ready is any construction work necessary to prepare SBC/Ameritech structure for attachment or occupancy by an attaching Party.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Information Access • Field Survey • Make Ready 	
Calculation:	Report Structure:
(# of Structure Requests Completed Outside of the Standard Time Interval ÷ Total Structure Requests Completed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 - None Tier 2 - None	
Benchmark:	
Diagnostic	

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MI 9. Percentage Missing FOCs	
Definition:	
Percentage of FOCs that are not sent as compared to the total number of orders completed.	
Exclusions:	
None	
Business Rules:	
Total number of responses not sent as compared to the total number of orders completed. FOC responses not sent are identified by using a report that compares to completed orders that do not show FOC response in the Local Service Request (LSR) processing systems.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resale • UNE (Loops, LNP, and LSNP) • UNE-P 	
Calculation:	Report Structure:
(# of missing FOC responses ÷ total orders completed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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MI 10. Percent Time-out Transactions	
Definition:	
Percentage of Time-out messages received as compared to valid system responses	
Exclusions:	
None	
Business Rules:	
A count of the time-out messages, by interface, as compared to total number of queries processed. (time-outs and valid responses).	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Address Verification • Telephone Number Assignment • Customer Service Inquiry (CSI) ≤ 30 lines • Service Availability • Dispatch Required – SBC/Ameritech combines “Service Appointment Scheduling” and “Dispatch Required” functions for TCNET • PIC • Actual Loop Makeup Information • Design Loop Makeup Information 	
Service Appointment Scheduling (Due Date) – Reported in “Dispatch Required” for TCNET	
Calculation:	Report Structure:
(# of Time Out Transactions ÷ Total Number of Queries processed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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MI 11. Average Interface Outage Notification	
Definition:	
The average time from the initial identification of an interface outage, to the notification of CLECs.	
Exclusions:	
None	
Business Rules:	
The time from initial identification of interface outages to the time that email notification (to email distribution list) is sent by SBC/Ameritech.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Time interface outage is identified – Time notification is given)/Total interface outages in a period	Reported on a total wholesale basis across the SBC/Ameritech region (Company level reporting).
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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MI 12. Average Time to Clear Service Order Errors	
Definition:	
The average time to clear service order errors (3E)	
Exclusions:	
None	
Business Rules:	
The average number of business days to clear 3E service order errors is calculated by totaling the duration from the date that an order went into the error condition to the date that the error was cleared.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resale • UNE P 	
Calculation:	Report Structure:
(Date that an order went into error condition – The date that the error was cleared)/Total number of errors cleared	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None	
Tier 2 – None	
Benchmark:	
Parity	

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New PM MI 13

MI 13. Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion

Definition:

Percent mechanized line loss notifications returned within one business day of the completion of work.

Exclusions:

- Line Loss Notifications that are delayed due to a CLEC cause that prevents SBC/Ameritech from completing the order and thus sending the line loss notification

Business Rules:

Days are calculated by subtracting the date the line loss notification was sent/made available to the losing CLEC from the work completion date. The date that the last service order associated with the winning carrier's service request is provisioned is the work completion date. The calculation is based on business days, using a full 24-hour day.

This measure includes all product/ordering scenarios for which loss notifications are to be sent according to the information documented on the CLEC OnLine website, including retail winbacks.

Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response times.

Calculation of the number of days between the day of work completion and the day line loss notification was sent/made available to the losing CLEC will exclude non-system processing days as documented on CLEC OnLine or communicated in advance via accessible letter

Levels of Disaggregation:

- All (combination of two disaggregations below)
- SBC Winback (SBC Retail is the "winning" carrier, CLEC is losing carrier)
- CLEC-to-CLEC (CLEC A is "winning" carrier, CLEC B is "losing" carrier)

Calculation:

(# of mechanized line loss notifications returned to the losing CLEC within 1 day of work completion ÷ total line loss notifications) * 100

Report Structure:

Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

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Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Med	Low	Med	Low	Low
Tier 2	Med	Low	Med	Low	Low
Benchmark:					
97%; Remedies apply only to the "All" disaggregation, SBC Winback and CLEC-to-CLEC results are not separately subject to remedies					

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New Performance Measure

MI 13.1 Average Delay Days For Mechanized Line Loss Notifications

Definition:

Average business days from completion of work to the date the line loss notification was sent/made available to the CLEC for line loss notifications that miss the standard of one business day.

Exclusions:

- Line Loss Notifications that are delayed due to a CLEC cause that prevents SBC/Ameritech from completing the order and thus sending the line loss notification

Business Rules:

Days are calculated by subtracting the date the line loss notification was sent/made available to the losing CLEC from the work completion date. The date that the last service order associated with the winning carrier's service request is provisioned is the work completion date. The calculation is based on business days, using a full 24-hour day. Only those notifications that were sent/made available outside the one business day standard are included in this measure.

This measure includes all product/ordering scenarios for which loss notifications are to be sent according to the business rules documented on CLEC OnLine website, including retail winbacks.

Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.

Calculation of the number of days between the day of work completion and the day line loss notification was sent/made available to the losing CLEC will exclude non-system processing days as documented on CLEC On-Line or communicated in advance via accessible letter.

Levels of Disaggregation:

- All (combination of two disaggregations below)
- SBC Winback (SBC Retail is the "winning" carrier, CLEC is losing carrier)
- CLEC-to-CLEC (CLEC A is "winning" carrier, CLEC B is "losing" carrier)

Calculation

$\Sigma(\text{Work completion date for line loss notifications sent outside the standard} - \text{Date LLN sent/made}) + (\text{total line loss notifications sent outside the standard})$

Report Structure:

Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

Measurement Type:

	IL	IN	MI	OH	WI
Tier 1	None	None	Med	None	None
Tier 2	None	None	Med	None	None

Benchmark:

MI - Average Delay of 4 Days; Remedies apply only to the "All" disaggregation, SBC Winback and CLEC-to-CLEC results are not separately subject to remedies.

IL/IN/OH/WI - Diagnostic

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MI 14. Percent Completion Notifications Returned Within "X" Hours of Completion of Maintenance Trouble Ticket	
Definition:	
Percent mechanized completions returned within "X" hours of completion of the trouble tickets.	
Exclusions:	
<ul style="list-style-type: none"> • Reports for which the trouble is attributable to the SBC/Ameritech network (unless SBC/Ameritech had knowledge of the trouble prior to the due date. • IDLC (pair gain systems) identified on or before the due date. • Non-measured reports (CPE, Interexchange, and Information reports) 	
Business Rules:	
<p>The elapsed time for a completion notice to be sent to the CLEC from the time that the trouble ticket is closed in WFA or LMOS.</p> <p>For trouble reports that are submitted electronically – the time from the close of the trouble in WFA or LMOS to the time that the completion status is made available to the CLEC (via EBTA).</p> <p>For orders, which are submitted manually – the time from the close in the WFA or LMOS systems to the time, that completion notice report is faxed to the CLEC. This is based on a process whereby previous day troubles are faxed to CLECs. The CLEC must provide a FAX number to SBC/Ameritech.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resale <ul style="list-style-type: none"> --Manual - Next Day --Electronic < 2 hours • UNE Loops <ul style="list-style-type: none"> --Manual - Next Day --Electronic <2 hours • UNE P <ul style="list-style-type: none"> --Manual - Next day --Electronic <2 hours 	
Calculation:	Report Structure:
(# of completions returned to CLEC within X hours ÷ total completions) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – Low w/Cap Tier 2 – None	
Benchmark:	
95% w/in the specified interval.	

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MI 15 Change Management					
Definition:					
Change management measures timeliness of change notifications for final requirements to implementation as defined and agreed upon in the SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process ("CMP"). Interfaces to which this measure applies also will be defined in the CMP.					
Exclusions:					
<ul style="list-style-type: none">• Clarification Notes.• Any Approved Exceptions.• Emergency Situations• Regulatory Mandated Changes					
Business Rules:					
Calendar Days is to be used in the calculation of this measure. Notification is received when the Final Release Requirements are noticed to CLECs via an Accessible Letter. Calculation is based on the number of Notifications made within the reporting period (the denominator), with the numerator being the number of those Notifications issued "X" days or more in advance of the announced implementation date.					
Levels of Disaggregation:					
Changes to Existing Interfaces <ul style="list-style-type: none">• Gateway• GUI Introductions of New Interfaces <ul style="list-style-type: none">• Gateway• GUI Retirements of Existing Interfaces -- Wholesale Interfaces <ul style="list-style-type: none">• Gateway• GUI					
Calculation:			Report Structure:		
(Number of Notifications issued on time) ÷ (Number of Notifications in the reporting period) * 100			Reported on an SBC/Ameritech regional basis (non-state specific).		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1 –	None	None	None	None	None
Tier 2 –	Low	Low	Low	Low	Low
Remedies apply to only Gateway Changes and Introductions disaggregations.					

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Benchmark:

95% or greater notices should be on time as defined by the advance notification intervals for Final Requirements for each disaggregation as defined in the SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process ("CMP") found at <https://clec.sbc.com/clec/>

Click on Gold bar "Change Management Process"

Click on SBC All Regions

then scroll down to: SBC Competitive Local Exchange Carrier (CLEC) 13-State
Interface Change Management Process

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MI 16 Percentage Rejected Query Notices	
Definition:	
Percentage of queries requested that are returned as rejected for reasons other than that the input data is incorrect or inaccurate. These rejected query notices indicate a problem with the interface other than timed out transactions (measured separately).	
Exclusions:	
None	
Business Rules:	
Total number of Rejected Query Notices sent as compared to the total number of Queries processed.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Address Verification • Telephone Number Assignment • Customer Service Inquiry (CSI) <=30 lines • Service Availability • Dispatch Required – SBC/Ameritech combines “Service Appointment Scheduling” and “Dispatch Required” functions for TCNET • PIC • Actual Loop Makeup Information • Design Loop Makeup Information • Service Appointment Scheduling (Due Date) – Reported in “Dispatch Required” for TCNET 	
Calculation:	Report Structure:
(# rejected query notices ÷ total number of queries processed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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WI 1 Percent No Access – UNE Loops Provisioning	
Definition:	
Percent of Field Work (FW) orders with a status of "No Access."	
Exclusions:	
<ul style="list-style-type: none"> • CLEC caused misses. (customer requests later date, other customer reasons, - customer not ready). • All orders that are not N, T, or C. • No Field Work. 	
Business Rules:	
SBC/Ameritech personnel set the "No Access" indicator when access cannot be obtained to the customer's premises. Order must be Completed.	
Levels of Disaggregation:	
Geographic	
Calculation:	Report Structure:
(# of orders that are No Access + Total Field Work orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
UNE Field Work Parity compared to SBC/Ameritech Field Work (N, T, and C order types - Res and Bus Combined).	

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WI 2 Percent No Access (Percent of Trouble Reports with No Access) – UNE Loops	
Definition:	
Percentage of dispatched customer trouble reports with a status of “No Access.”	
Exclusions:	
<ul style="list-style-type: none"> • Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Reports caused by customer provided equipment (CPE) or wiring. • Reports that are not dispatched. 	
Business Rules:	
SBC/Ameritech personnel set the “No Access” indicator when access cannot be obtained at the customer’s premises. Reports are counted the month they are closed.	
Levels of Disaggregation:	
Geographic	
Calculation:	Report Structure:
(# of trouble reports with a status of “No Access” + Total dispatched customer trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
UNE Field Work Parity compared to SBC/Ameritech Field Work (N, T, and C order types - Res and Bus Combined).	

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WI 9 Percent Facility Modification Orders	
Definition:	
Percentage of orders requiring Facility Modification	
Exclusions:	
Orders not requiring Facility modification notification.	
Business Rules:	
The total number of orders requiring facility modification reflected as a percentage of all orders completed in the period. (DSL with Lineshare orders do not utilize the FMOD process.)	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • 8.0 dB Loops <ul style="list-style-type: none"> -- Without Test Access • . BRI Loop With Test Access • DS1 Loop With Test Access • Dedicated Transport <ul style="list-style-type: none"> -- DS1 -- DS3 • Dark Fiber • DSL Loops <ul style="list-style-type: none"> -- No Line Sharing 	
Calculation:	Report Structure:
(# of FMOD UNEs ÷ Total UNEs installed) *100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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CLEC WI 1 Average Delay in Original FOCs Due Dates Due to Delay Notices (Issue F)	
Definition:	
Measures average amount of delay from original FOC due dates to date of actual provisioning for all FOCs that are delayed.	
Exclusions:	
None	
Business Rules:	
Measured from original FOC due date.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Actual completion date – original FOC due date) ÷ (Total number of orders with delay notices)	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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CLEC WI 4 Accuracy of Processing CLEC Corrections Based on Review of Directory Information (Issue L)					
Definition:					
Measures number of errors in final review and in printed directory that were not corrected after notice by CLEC of needed correction.					
Exclusions:					
Listings with incorrect information submitted by CLEC.					
Business Rules:					
Directory listings are submitted for a first review (first pre-BOC), and then after corrections are made, for a final review (second pre-BOC) prior to publication. The first pre-BOC will be provided 45 calendar days in advance of the directory close date. The second pre-BOC, if requested, will be provided 15 calendar days in advance of directory close. CLECs will be required to request the second pre-BOC 30 calendar days before the directory close date. In order for changes from the first pre-BOC to be entered on the second pre-BOC, CLECs must provide those changes not less than 4 business days before the delivery of the second pre-BOC. This is measured on a per-book basis.					
Levels of Disaggregation:					
<ul style="list-style-type: none">• First Pre-BOC• Second Pre-BOC					
Calculation:			Report Structure:		
(# of listings without errors after correction requested ÷ Total updates submitted) *100			Reported for CLEC, all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
Measurement Type:					
If the benchmark is not met for corrections requested after the first review, the \$200 charge for the second pre-BOC will be waived by AAS. If the Benchmark is not met for corrections requested after the second pre-BOC, the remedy will be					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	None	None	None	None	None
Benchmark:					
For corrections requested in the review of the first pre-BOC 95% must be corrected in the second pre-BOC					
For corrections noted in the review of the second pre-BOC 99% of those corrections requested initially must be corrected in the final published directory.					

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CLEC WI 5 Percentage of protectors not moved after technician visit (Issue O)					
Definition:					
Measures the percentage of times that a CLEC has to call SBC/Ameritech to replace a protector with a NID and move it to the outside of the house, where there has been an SBC/Ameritech technician at the premises within the last 30 days.					
Exclusions:					
None					
Business Rules:					
If a CLEC is required to call SBC/Ameritech to replace a protector with a NID and move it to the outside of a structure when SBC/Ameritech has worked at that premises within 30 days of the report.					
Levels of Disaggregation:					
None					
Calculation:			Report Structure:		
(Total number of CLEC service calls to move a NID ÷ Number of CLEC calls to move a NID where an SBC/Ameritech technician had been on site within the last 30 days) *100			Reported for CLEC, and all CLECs		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
Less than 3%.					

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CLEC WI 6 FMOD Process: Percent Form A Received Within the Interval Ordered by the Commission.					
Definition:					
Measures the percentage of FMOD orders where Form A is issued within the interval ordered by the Commission.					
Exclusions:					
<ul style="list-style-type: none">• Weekends and Holidays• Loop Qualified Orders requiring modification					
Business Rules:					
Under the revised FMOD policy issued 10/27, the FMOD process commences with Form A being issued by SBC/Ameritech. Form A must be received by the CLEC within the interval ordered by the Commission. Measured from date and time of initial FOC to send time of Form A. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday. (DSL with Lineshare orders do not utilize the FMOD process.)					
Levels of Disaggregation:					
<ul style="list-style-type: none">• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• DS1 Loop With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Dark Fiber• DSL Loops<ul style="list-style-type: none">-- No Line Sharing					
Calculation:			Report Structure:		
(# of FMOD orders where Form A issued within 24 hours ÷ Total # FMOD orders) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
95 %					

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CLEC WI 7 FMOD Process: Percent Forms B, C, D, and E Received Within 72 Hours of Form A					
Definition:					
Measures the percentage of FMOD orders where Forms B, C, D, and/or E are issued within 72 hours of Form A.					
Exclusions:					
<ul style="list-style-type: none">• Weekends and Holidays• Loop Qualified Orders requiring modification.					
Business Rules:					
Measured from issuance of form A to receipt of Form B, C, D, and/or E. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday. (DSL with Lineshare orders do not utilize the FMOD process.)					
Levels of Disaggregation:					
<ul style="list-style-type: none">• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• DS1 Loop With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Dark Fiber• DSL Loops<ul style="list-style-type: none">-- No Line Sharing <i>NOTE:</i> The above disaggregations are also reported for: <ul style="list-style-type: none">• Form B• Form C• Form D• Form E					
Calculation:			Report Structure:		
(# of FMOD orders where Form B, C, D, E issued within 72 hours ÷ Total # FMOD orders) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
95%					

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CLEC WI 8 FMOD Process: Form B - Percent FOC with New Due Date Returned Within 24 Hours						
Definition:						
Form B is for Complex modifications. This measures the percent of time SBC/Ameritech issues the FOC with the new due date within: (a) 24 hours of SBC/Ameritech's receipt of the CLEC authorization of the complex modification charges; or (b) if no confirmation of Form B is required from the CLEC, within 24 hours of Form B being sent.						
Exclusions:						
<ul style="list-style-type: none">▪ FMOD orders resulting in Forms C, D, and E.▪ Loop Qualified Orders requiring modification▪ Weekends and Holidays						
Business Rules:						
Measured from the time that SBC/Ameritech receives the authorization of charges by the CLEC via Form B. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
<ul style="list-style-type: none">• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• DS1 Loop With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Dark Fiber• DSL Loops<ul style="list-style-type: none">-- No Line Sharing						
Calculation:				Report Structure:		
(# of FMOD orders where Form B, issued and FOC with new due date returned within 24 hours ÷ Total # FMOD orders where form B issued) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Med	Med	Med	Med	Med	
Benchmark:						
95%						

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CLEC WI 9 FMOD Process: Percent Form C Quote Returned Within the Interval Ordered by the Commission						
Definition:						
Form C involves orders where provisioning is through ILDC or RSU. This measures the percentage of orders involving Form C where SBC/Ameritech returns the quote for the work within the interval ordered by the Commission.						
Exclusions:						
FMOD orders resulting in Forms B, D or E.						
Business Rules:						
Measured from the time Form C is accepted. For loop qualified orders requiring modification. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
<ul style="list-style-type: none">• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• DS1 Loop With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Dark Fiber• DSL Loops<ul style="list-style-type: none">-- No Line Sharing						
Calculation:					Report Structure:	
(# of FMOD orders where Form C accepted and quote issued within 30 calendar days ÷ Total # FMOD orders where form C accepted) * 100					Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.	
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95%						

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CLEC WI 11 FMOD Forms B, C, D, Percentage of Due Dates Met						
Definition:						
Measures the percentage of due dates met when FMOD process invoked						
Exclusions:						
<ul style="list-style-type: none">• Weekends and Holidays• Loop Qualified Orders requiring modification						
Business Rules:						
Based on the first revised due date. Subsequent modifications to the due date will count as a missed due date. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
<ul style="list-style-type: none">• 8.0 dB Loops<ul style="list-style-type: none">-- Without Test Access• BRI Loop With Test Access• DS1 Loop With Test Access• Dedicated Transport<ul style="list-style-type: none">-- DS1-- DS3• Dark Fiber• DSL Loops<ul style="list-style-type: none">-- With Line Sharing-- No Line Sharing <p><i>NOTE:</i> The above disaggregations are also reported for:</p> <ul style="list-style-type: none">• Form B• Form C• Form D						
Calculation:				Report Structure:		
(# of FMOD orders met ÷ Total # FMOD orders) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:

Parity:

- 8.0 dB Loops
 - Without Test Access
- BRI Loop With Test Access
- DS1 Loop With Test Access
- Dedicated Transport
 - DS1
 - DS3
- Dark Fiber
- DSL Loops
 - With Line Sharing
 - No Line Sharing

Retail Comparison:

POTS (Res/Bus and FW)

ISDN BRI

DS1 & ISDN PRI

DS1

DS3

DS3

Parity with SBC/Ameritech Affiliate

5% (No critical z-value applies)

NOTE: The above disaggregations are also reported for:

- Form B
- Form C
- Form D

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IN 1 Percent Loop Acceptance Testing (LAT) Completed on or Prior to the Completion Date					
Definition:					
Percent Loop Acceptance Test (LAT) completed on or prior to the completion date of the order.					
Exclusions:					
<ul style="list-style-type: none">▪ Orders where LAT not requested▪ LAT requests when the CLEC is not authorized to seek LATs▪ Orders where CLEC causes delay in the LAT					
Business Rules:					
Loop Acceptance Test is where an SBC/Ameritech Technician (Frame/Field as appropriate) is requested <u>via an LSR</u> to complete a Loop Acceptance Test. Loop Acceptance Test is completed on or before order completion date. The SBC/Ameritech Technician will contact the CLEC via the LOC. The Tech will complete a series of tests with the CLEC to validate continuity of the loop for acceptance by the CLEC.					
This measure will include canceled orders where					
<ul style="list-style-type: none">• the LAT was completed and the CLEC chose not to accept the loop• the cancel was due to an SBC/Ameritech cause after the due date but prior to the LAT					
Levels of Disaggregation:					
DSL Loops without Line Sharing					
Calculation:			Report Structure:		
(Orders where LAT was requested and performed on or before the Completion Date ÷ Total # of Orders where LAT was requested)*100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None
Benchmark:					
90% LAT on or before the Completion Date					

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Attachment One

Advanced and Nascent Services

- 1.0 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, Ameritech will make increased voluntary payments to the Illinois State Treasury on those measurements listed under "Qualifying Measurements" below. Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:
- 2.0 The following are the qualifying sub-measures (if within a qualifying measurement):
- UNE loop and port combinations;
 - resold ISDN;
 - ISDN UNE loop and port combinations;
 - BRI loop with test access; and
 - DSL loops.
- 3.0 Qualifying Measurements:
- Provisioning Measurements:
- PMs 28, 44, 56 – Percent Installs Completed Within Customer Requested Due Date
 - PMs 35, 46, 59 – Installation Trouble Reports Within "X" Days
 - PM 1.1 – Average Response Time for Loop Qualification Information
- Maintenance Measurements:
- PMs 38, 66 – % Missed Repair Commitments
 - PMs 41, 53, 69 – % Repeat Reports
 - PMs 39, 52, 67 – Mean Time to Restore
 - PMs 37.1, 54.1, 65.1 – Trouble Report Rate
- 4.0 The increased voluntary payments referenced in section 1.0 will be made only if Ameritech fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:
- 3 consecutive months; or
 - 6 months or more in a calendar year.
- 5.0 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where Ameritech has failed to provide parity or benchmark performance for

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3 consecutive months. If Ameritech fails to provide parity or benchmark performance in Illinois for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

6.0 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the Illinois State Treasury. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then Ameritech shall calculate the payments to be made in addition to the normal payment to the Illinois State Treasury by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

7.0 Any payments made hereunder shall be subject to the annual threshold set forth in the remedy plan.

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Attachment Two

Performance Measures with Remedy Limits

Measurements That Are Subject to Per Occurrence Damages or Assessment With a Cap

1. Percent Response Received Within "X" Seconds – OSS Interfaces (PM 2)
2. Percent Firm Order Confirmations (FOCs) Received Within "X" Hours/Days (PM 5)
3. Percent Mechanized Completions Returned Within One Day of Work Completion (PM 7.1)
4. Percent Rejects Returned Within "X" Hours (PM 10)
5. Mechanized Provisioning Accuracy (PM 12)
6. Order Process Percent Flow Through (PM 13)
7. Percent of Accurate and Complete Formatted Mechanized Bills Via EDI or BDT (PM 15).
8. Percent of Usage Records Transmitted Correctly (PM 16)
9. Billing Completeness (PM 17)
10. Billing Timeliness (Wholesale Bill) (PM 18)
11. Percent Trunk Blockage (Call Blockage) (PM 70)
12. Percent Completion Notifications Returned Within 'X' Hours of Completion of Maintenance Trouble Ticket (PM MI14)

Measurements That Are Subject To Per Measure Damages or Assessments

1. OSS Interface Availability (PM 4)
2. Local Service Center (LSC) Grade Of Service (GOS) (PM 22)
3. Local Operations Center (LOC) Grade of Service (GOS) (PM 25)
4. Common Transport Trunk Blockage (PM 71)
5. Directory Assistance Average Speed of Answer (PM 80)
6. Operator Services Speed of Answer (PM 82)
7. Percent NXXs Loaded and Tested Prior to the LERG Effective Date (PM 117)
8. Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days (PM 121)

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Attachment Three

Performance Measures Subject to Tier 1 and Tier 2 Damages/Assessments Identified as High, Medium, and Low

Note: For the State of Michigan, Performance Measures Subject to Tier 1 and Tier 2 Damages are at the Medium level.

Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
Low	Med	High	Low	Med	High

Pre-Ordering/Ordering

1.1 Average Response Time For Manual Loop Make-Up Information	✓	-	-	-	X	-
1.3 Accuracy of Actual Loop Makeup Information provided for DSL Orders	✓	-	-	-	X	-
2. Percent Responses Received Within "X" Seconds-OSS Interfaces	✓	-	-	-	X	-
4. OSS Interface Availability	-	-	-	-	-	X
5. % Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days	✓	-	-	-	X	-
5.2 Percentage of Unsolicited FOCs by Reason Code	-	-	-	-	-	-
6. Average Time To Return FOC	-	-	-	-	-	-
7. % Mechanized Completions Ret'd w/i 1 Hr of Completion in Ordering System	-	-	-	-	-	-
7.1 Percent Mechanized Completions Returned Within 1 Day Of Work Completion	✓	-	-	-	-	-
8. Average Time to Return Mechanized Completions	-	-	-	-	-	-
9. Percent Rejects	-	-	-	-	-	-
10. Percent Mechanized Rejects Returned Within "X:" Hours	-	✓-	-	-	-	-
10.4 Percent of Orders Given Jeopardy Notices	-	-	-	-	-	-
11. Mean Time to Return Mechanized Rejects	-	-	-	-	-	-
12. Mechanized Provisioning Accuracy	✓	-	-	X	-	-
13. Order Process Percent Flow Through	✓	-	-	-	-	X
13.1 Total Order Process Flow Through	-	-	-	-	-	-

Billing

14. Billing Accuracy	-	-	-	-	-	-
15. Percent of Accurate And Complete Formatted Mechanized Bills	✓	-	-	-	-	X

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
16. Percent Of Billing Records Transmitted Correctly	✓	-	-	-	-	-
17. Billing Completeness	✓	-	-	-	X	-
18. Billing Timeliness (Wholesale Bill)	✓	-	-	-	-	X
19. Daily Usage Feed Timeliness	-	-	-	-	-	-
20. Unbillable Usage	-	-	-	-	-	-

Miscellaneous Administrative

21.1 Average Time Placed on Hold at LSC	-	-	-	-	-	-
22. LSC Grade Of Service (GOS)	-	-	-	-	-	X
22.1. Mechanized Customer Production Support Center Grade of Service	-	-	-	-	-	-
24.1 Average Time Placed on Hold at LOC	-	-	-	-	-	-
25. LOC Grade Of Service (GOS)	-	-	-	-	-	X

Provisioning – Resale POTS and UNE-P

27. Mean Installation Interval	-	-	-	-	-	-
28. Percent POTS/UNE-P Installations Completed Within the Customer Requested Due Date	-	-	✓	-	-	X
29. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
30. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
32. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
33. Percent SBC/Ameritech Caused Missed Due Dates greater than 30 days	-	-✓	-	-	-	-
35. Percent Trouble Reports Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
35.1 Percent UNE-P Trouble Reports On the Completion Date	-	-	-	-	-	-

Maintenance – Resale POTS and UNE-P

37. Trouble Report Rate	-	-	-	-	-	-
37.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	X
38. Percent Missed Repair Commitments	-	-	✓	-	-	X

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
39. Receipt To Clear Duration	-	-	✓	-	-	X
40. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
41. Percent Repeat Reports	-	-	✓	-	-	X
42. Percent No Access (Percent of Trouble Reports with No Access)	-	-	-	-	-	-

Provisioning – Resale Specials

43. Average Installation Interval	-	-	-	-	-	-
44. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
45. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
46. Percent Trouble Reports Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
47. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
48. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
49. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
50. Percent SBC/Ameritech Caused Missed Due Dates > 30 days		-✓	-	-	-	-

Maintenance – Resale Specials

52. Mean Time To Restore	-	-	✓	-	-	X
53. Percent Repeat Reports	-	-	✓	-	-	X
54. Failure Frequency		-	-	-	-	-
54.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	

Provisioning – UNE

55. Average Installation Interval	-	-	-	-	-	-
55.2 Average Installation Interval - LNP w/ Loop	-	-	-	-	-	-
55.3 Percent DSL-capable loop orders requiring the removal of load coils and/or repeaters.	-	-	-	-	-	-
56. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
56.1. Percent Installations Completed Within the Customer Requested Due Date for Loop with LNP	-	-	✓	-	-	X

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
58. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
59. Percent Trouble Within 30 Days (1-30) Of Installation	-	-	✓	-	-	X
60. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
61. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
62. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
63. Percent SBC/Ameritech Caused Missed Due Dates > 30 days		✓-	-	-	-	-

Maintenance – UNE

65. Trouble Report Rate						
65.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	X
66. Percent Missed Repair Commitments	-	-	✓	-	-	X
67. Mean Time To Restore	-	-	✓	-	-	X
68. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
69. Percent Repeat Reports	-	-	✓	-	-	X

Interconnection Trunks

70. Percent Trunk Blockage (Call Blockage)	-	-	✓	-	-	X
70.1 Trunk Blockage Exclusions	-	-	-	-	-	-
70.2 Percent Trunk Blockage (Trunk Groups)	-	-	-	-	-	-
71. Common Transport Trunk Blockage	-	-	-	-	-	X
73. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
74. Average Delay Days For Missed Due Dates	-	-	-	-	-	-
75. Percent SBC/Ameritech Caused Missed Due Dates greater than 30 days		-✓	-	-	-	-
76. Average Trunk Restoration Interval	✓	-	-	-	-	-
77. Average Trunk Restoration Interval for Service Affecting Trunk Groups	-	-	✓	-	-	X
78. Average Interconnection Trunk Installation Interval	-	-	-	-	-	-

Directory Assistance and Operator

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

Services

79. Directory Assistance Grade Of Service	-	-	-	-	-	-
80. Directory Assistance Average Speed Of Answer	-	-	-	X	-	-
81. Operator Services Grade Of Service	-	-	-	-	-	-
82. Operator Services Average Speed Of Answer	-	-	-	X	-	-
83. Percent Calls Abandoned	-	-	-	-	-	-

Local Number Portability (LNP)

91. Percent LNP Only Orders within the Customer Requested Due Date	-	-	✓	-	-	X
92. Percent of Time the Old Service Provider Releases Subscription Prior to the Expiration of the Second 9-hour timer	-	-	-	-	-	-
93. Percent of time Customer Accounts Restructured by the LNP Only Completion Date	✓	-	-	-	-	-
96. Percent Premature Disconnects for LNP Orders	✓	-	-	-	-	-
97. Percent of Time SBC/Ameritech applies the 10-digit Trigger Prior to the LNP Order Due date.	-	-	✓	-	-	X
98. Percent LNP Trouble Reports within 30 days of Installation	-	-	✓	-	-	X
99. Average Delay Days for SBC/Ameritech Missed Due Dates.(For Stand-Alone LNP Orders)	-	-	-	-	-	-
100. Average Time of Out of Service for LNP conversions	-	-	✓	-	-	X
101. Percent Out of Service < 60 Minutes	-	✓	-	-	X	-

911

102. Average Time To Clear Errors (Facility Based Providers)	✓	-	-	-	-	-
103. Percent Accuracy for 911 database updates (Facility Based Providers)	✓	-	-	-	-	-
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓	-	-	-	-	-
104.1 The Average Time it takes to Unlock the 911 record	-	-	-	-	-	-

Poles, Conduit, and Rights of Way

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
105. Percentage of requests processed within 35 days	✓	-	-	-	-	-
106. Average Days Required to Process a Request	-	-	-	-	-	-
Collocation						
107. Percentage Missed Collocation Due Dates	-	-	✓	-	-	X
108. Average Delay Days For SBC/Ameritech Missed Due Dates	✓	-	-	-	-	-
109. Percent of requests processed within the tariffed timelines	✓	-	-	-	-	-
Directory Assistance Database						
110. Percentage of updates completed into the DA Database within 72 Hours for Facility Based CLECs	✓	-	-	-	-	-
111. Average Update Interval for DA database for facility based CLECs	✓	-	-	-	-	-
112. Percentage DA Database Accuracy For Manual Updates	✓	-	-	-	-	-
113. Percentage of Electronic Updates that Flow Through the update process without Manual intervention	✓	-	-	-	-	-
Coordinated Conversions						
114. Percent Pre-mature Disconnects (Coordinated Cutovers)	-	-	✓	-	-	X
114.1 CHC/FDT LNP w/Loop Provisioning Interval	-	✓	-	-	X	-
115. Percentage of SBC/Ameritech caused delayed Coordinated Cutovers	✓	-	-	-	-	-
115.1 Percent Provisioning Trouble Reports	-	-	✓	-	-	X
115.2 Percent Mean Time to Restore - Provisioning Trouble Reports (PTR)	-	-	-	-	-	-
NXX						
117. Percent NXXs loaded and tested prior to the LERG effective date	-	-	✓	-	-	X
118. Average Delay Days for NXX loading and testing	✓	-	-	-	-	-
119. Mean Time to Repair	-	-	✓	-	-	X
Bona Fide Request Process (BFRs)						
120. Percentage of requests processed	-	-	-	-	-	-

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
within 45 business days						
121. Percentage of Quotes Provided for Authorized BFRs within 30 business days	-	-	✓	-	-	X
Additional Measures						
124. Timely Resolution of Significant Software Failures Related With Releases	-	-	✓	-	-	X
124.1 Test Environment Availability	-	-	-	-	-	-
MI-2 Percentage of Orders Given Jeopardy Notices within 24 Hours of the Due Date	✓-	-	-	-	-	-
MI-3 Coordinated Conversions Completed within One Hour of the Scheduled Time	-	-	-	-	-	-
MI-4 Average Time to Provide a Collocation Arrangement	-	-	-	-	-	-
MI-5 Structure Requests Completed Outside of Interval	-	-	-	-	-	-
MI-9 Percent Missing FOCs	-	-	-	-	-	-
MI-10 Percent Time-Out Transactions	-	-	-	-	-	-
MI-11 Average Interface Outage Notification	-	-	-	-	-	-
MI-12 Average Time to Clear Service Order Areas	-	-	-	-	-	-
MI-13 Percent Mechanized Line Loss Notifications returned within 1 Day of Work Completion	✓	-	-	X	-	-
MI-13.1 Average Delay Days for Mechanized Line Loss Notifications	-	-	-	-	-	-
MI-14 Percent Completion Notifications Returned within "X" Hours of Completion of Maintenance Trouble Tickets	✓	-	-	-	-	-
MI-15 Change Management	-	-	-	X	-	-
MI-16 Percentage Rejected Query Notices	-	-	-	-	-	-
WI-1 Percent No-Access for UNE Loops - Provisioning	-	-	-	-	-	-
WI-2 Percent of Trouble Reports with No Access for UNE Loops - Maintenance	-	-	-	-	-	-
WI-9 Percent Facility Modification Orders	-	-	-	-	-	-
C WI-1 Average Delay In Original FOC Due Date Due to FMOD Delay Notice	-	-	-	-	-	-

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
C WI-4 Accuracy of Processing CLEC Corrections Based on Review of Directory Information	-	-	✓	-	-	-
C WI-5 Percentage of Protectors Not Moved After Technician Visit	-	-	✓	-	-	X
C WI-6 Percent Form A Received Within the Interval Ordered by the Commission (FMOD)	-	-	✓	-	-	X
C WI-7 Percent Forms B, C, D, and E Received Within 72 Hours of Form A (FMOD)	-	-	✓	-	-	X
C WI-8 Percent FOC with New Due Date Returned Within 24 Hours of Form B (FMOD)	✓	-	-	-	✓	-
C WI-9 Percent Form C Quote Returned Within the Interval Ordered by the Commission (FMOD)	-	-	✓	-	-	X
C WI-11 Percentage of Due Dates Met (FMOD)	-	-	✓	-	-	X
IN-1 Percent Loop Acceptance Testing (LAT) Completed on or prior to the Completion Date	✓-	-	-	-	-	-

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Attachment Four

Percentage of Missed Collocation Due Dates Damages and Assessments Methodology

The following methodology will apply in calculating Tier 1 liquidated damages and Tier 2 assessments for the percentage of missed collocation due dates measurement.

Tier 1:

1. The benchmark will be 95% of Collocations completed within the due date. For example, if a CLEC has 30 collocations complete in the study month, Ameritech can miss one due date and still be in compliance. In this case no damages would apply. If, two due dates out of 30 were missed, Ameritech would be out of compliance. In this case, damages would be payable on the number of collocations required to be back within the 95% benchmark.
2. Damages are calculated based on the percentage of days that Ameritech misses the due date using the per occurrence values in the business rules, multiplied by the number of days from completion to due date.
3. In order to determine which collocations to use in the damage calculation, the missed collocation due dates will be ranked based on the number of days missed from highest to lowest. Ameritech will pay damages on the highest number of days missed until the number of collocations missed is within the benchmark. For example, if there were three misses which had missed days of 20, 15 and three, Ameritech would pay damages on 35 (20+15) missed days. In this example, Ameritech would pay $35 * (95\% - 90\%) * 150 = \262.50
4. Should a remedy plan in effect call for the use of the K-table, the collocation measurement will be used in the determination of the "K" number of allowances (based on the number of collocations). In addition, it may also be excluded as defined in the business rules in the order of progression also contained there. The number of underlying data points used for the purposes of determining the order of exclusion will be the same total days late for collocation projects calculated above (35 in the previous example). Should a remedy plan not include the K-table component, this paragraph #4 is not applicable.
5. All collocation completions in a month will be considered for the calculation of liquidated damages.
6. The critical Z-value will not be subtracted from the benchmark to determine compliance.

Tier 2:

1. Assessments will be applicable when the measurement has been out of compliance for three consecutive months for the aggregate of all CLEC collocations.
2. Compliance will be defined as described in the Tier 1 damages above.
3. If assessments are applicable, the rolling three month average for days missed will be used to calculate the total assessments payable to the State Treasury.

**SCHEDULE - LAWFUL UNE COMBINATIONS
(Indiana)**

Prem to Prem

2-Wire Analog Loop to 2-Wire Analog Loop (same wire center)

2-Wire Digital Loop to 2-Wire Digital Loop (same wire center)

4-Wire Analog Loop to 4-Wire Analog Loop (same wire center)

2-Wire Analog Loop to 4-Wire Analog Loop (same wire center)

APPENDIX-PRICING (MICHIGAN)

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APPENDIX PRICING (MICHIGAN)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.

1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. not an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T MICHIGAN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **AT&T MICHIGAN** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **AT&T MICHIGAN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **AT&T MICHIGAN** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Rate Zone:

Zone A

Zone B

Zone C

Total Access Lines:

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

- 1.9 **AT&T MICHIGAN**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **AT&T MICHIGAN** may reject the order. In the

event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **AT&T MICHIGAN** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **AT&T MICHIGAN**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **AT&T MICHIGAN**'s current generic contract rate for the Product or Service set forth in **AT&T MICHIGAN**'s applicable state-specific generic pricing schedule as published on **AT&T MICHIGAN**'s CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **AT&T MICHIGAN** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **AT&T MICHIGAN**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **AT&T MICHIGAN**'s right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **AT&T MICHIGAN** for that Product or Service and incorporated into **AT&T MICHIGAN**'s current state-specific generic pricing schedule as published on **AT&T MICHIGAN**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **AT&T MICHIGAN** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **AT&T MICHIGAN** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **AT&T MICHIGAN** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 **AT&T MICHIGAN**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **AT&T MICHIGAN**'s right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix.

A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AT&T MICHIGAN** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **AT&T MICHIGAN** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AT&T MICHIGAN** network, without any changes to **AT&T MICHIGAN**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AT&T MICHIGAN** to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as *nonrecurring charges*.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

MICHIGAN - Generic Pricing Schedule /1/		USOC		AT&T RECURRING		AT&T NON-RECURRING	
Line				Monthly		Initial	Additional
NETWORK ELEMENTS							
Loops							
1	Loops						
2	2-Wire Analog - Rural (Zone C)	U2HC1-C5	\$	14.20		See NRC prices below	
3	2-Wire Analog - Suburban (Zone B)	U2HB1-B3	\$	10.77		See NRC prices below	
4	2-Wire Analog - Metro (Zone A)	U2HAA	\$	9.13		See NRC prices below	
5	Conditioning for dB Loss						
6	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	U2WC1-C5	\$	14.47		See NRC prices below	
7	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	U2WB1-B3	\$	11.05		See NRC prices below	
8	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	U2WAA	\$	9.26		See NRC prices below	
9	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	U2JC1-C5	\$	14.47		See NRC prices below	
10	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	U2JB1-B3	\$	11.05		See NRC prices below	
11	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	U2JAA	\$	9.26		See NRC prices below	
12	2-Wire Analog - COPTS Coin - Rural (Zone C)	U2CC1-C5	\$	14.72		See NRC prices below	
13	2-Wire Analog - COPTS Coin - Suburban (Zone B)	U2CB1-B3	\$	11.32		See NRC prices below	
14	2-Wire Analog - COPTS Coin - Metro (Zone A)	U2CAA	\$	9.45		See NRC prices below	
15	2-Wire Analog - EKL - Rural (Zone C)	U2KC1-C5	\$	15.88		See NRC prices below	
16	2-Wire Analog - EKL - Suburban (Zone B)	U2KB1-B3	\$	12.57		See NRC prices below	
17	2-Wire Analog - EKL - Metro (Zone A)	U2KAA	\$	10.35		See NRC prices below	
18	4-Wire Analog - Rural (Zone C)	U4HC1-C5	\$	33.16		See NRC prices below	
19	4-Wire Analog - Suburban (Zone B)	U4HB1-B3	\$	26.66		See NRC prices below	
20	4-Wire Analog - Metro (Zone A)	U4HAA	\$	21.83		See NRC prices below	
21	2-Wire Digital - Rural (Zone C)	U2QC1-C5	\$	19.93		See NRC prices below	
22	2-Wire Digital - Suburban (Zone B)	U2QB1-B3	\$	16.22		See NRC prices below	
23	2-Wire Digital - Metro (Zone A)	U2QAA	\$	12.66		See NRC prices below	
24	DS1 Loop - Rural (Zone C)	4U1C1-C6	\$	51.71		See NRC prices below	
25	DS1 Loop - Suburban (Zone B)	4U1B1-B3	\$	44.01		See NRC prices below	
26	DS1 Loop - Metro (Zone A)	4U1AA	\$	40.65		See NRC prices below	
27	DS3 Loop - Rural (Zone C)	U4D3C	\$	479.37		See NRC prices below	
28	DS3 Loop - Suburban (Zone B)	U4D3B	\$	379.38		See NRC prices below	
29	DS3 Loop - Metro (Zone A)	U4D3A	\$	321.94		See NRC prices below	
30							
31	DSL Capable Loops						
32	2-Wire xDSL Loop						
33	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$	17.02		TBD	N/A
34	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$	11.42		TBD	N/A
35	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$	9.51		TBD	N/A
36							
37	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$	17.02		TBD	N/A
38	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$	11.42		TBD	N/A
39	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$	9.51		TBD	N/A
40							
41	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$	17.02		See NRC prices below	
42	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$	11.42		See NRC prices below	
43	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$	9.51		See NRC prices below	
44							
45	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$	17.02		TBD	N/A
46	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$	11.42		TBD	N/A
47	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$	9.51		TBD	N/A
48							
49	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$	17.02		See NRC prices below	
50	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$	11.42		See NRC prices below	
51	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$	9.51		See NRC prices below	
52							
53	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$	17.02		TBD	N/A
54	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$	11.42		TBD	N/A
55	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$	9.51		TBD	N/A
56	4-Wire xDSL Loop						
57	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$	32.35		See NRC prices below	
58	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$	20.86		See NRC prices below	
59	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$	17.51		See NRC prices below	
60	IDSL Capable Loop						
61	IDSL Loop Access Area C- Rural	UY5FC	\$	19.93		See NRC prices below	
62	IDSL Loop Access Area B- Suburban	UY5FB	\$	16.22		See NRC prices below	
63	IDSL Loop Access Area A- Metro	UY5FA	\$	12.66		See NRC prices below	
64							
65	Loop Non-Recurring Charges						
66	Service Order- Initial /1/ /2/ /5/ /7/ /8/	SEPUP		N/A		\$ 3.62	N/A
67	Service Order- Disconnect	NR9OE		N/A		\$ 1.77	N/A
68	Service Order- Subsequent	REAH9		N/A		\$ 3.46	N/A
69	Loop Connection /1/ /2/ /5/ /7/ /8/	SEPUC		N/A		\$ 20.43	N/A
70	Loop Disconnect	NR9OG		N/A		\$ 6.71	N/A
71	Loop - Record Work Only	NR9UP		N/A		\$ 2.13	N/A
72	Loop Connection - Add/Change	REAH6		N/A		\$ 20.43	N/A
73	DSO - Service Non-Recurring						
74	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OH		N/A		\$ 0.00	N/A
75	Design and CO Connection Charge, per circuit - Install /1/ /2/ /5/ /7/ /8/	NR9OK		N/A		\$ 74.94	N/A
76	Carrier Connection Charge per Termination - Install /1/ /2/ /5/ /7/ /8/	NR9ON		N/A		\$ 239.23	N/A
77	Administration Charge, per order - Disconnect	NR9OJ		N/A		\$ 50.00	N/A
78	Design and CO Connection Charge, per circuit - Disconnect	NR9OM		N/A		\$ 56.56	N/A
79	Carrier Connection Charge per Termination - Disconnect	NR9OQ		N/A		\$ 82.32	N/A
80	Cancellation or Change Service Charge-Analog Loop, per last critical date reached						
81	Design Layout Report Date /7/	NR95O		N/A		\$ -	N/A
82	Records Issue Date /7/	NR95P		N/A		\$ -	N/A
83	Designed, Verified, and Assigned Date /7/	NR95Q		N/A		\$ 7.76	N/A
84	Plant Test Date /7/	NR95R		N/A		\$ 52.27	N/A

TBD - To be determined
N/A - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

MICHIGAN - Generic Pricing Schedule /1/		USOC		AT&T RECURRING		AT&T NON-RECURRING	
Line				Monthly		Initial	Additional
85	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached						
86	Design Layout Report Date /7/	NR95S		N/A		\$0.00	N/A
87	Records Issue Date /7/	NR95T		N/A		\$0.00	N/A
88	Designed, Verified, and Assigned Date /7/	NR95U		N/A		\$0.00	N/A
89	Plant Test Date /7/	NR95V		N/A		\$0.00	N/A
90	Due Date Change Charge, per Order, per Occasion						
91	Analog Loop /7/	NR95S		N/A		\$ 3.62	N/A
92	DS0 Loop /7/	NR95S		N/A		\$ 0.26	N/A
93	DS1 - Service Non-Recurring Charges						
94	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR90R				\$ 3.54	
95	Provisioning Charge, per circuit, Install	PENDING				\$ 63.95	
96	Administration Charge, per order - Disconnect	NR90T				\$ 2.13	
97	Provisioning Charge, per circuit, Disconnect	PENDING				\$ 41.42	
98	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	PENDING				\$ 2.38	
99	Digital DS1 Loops - Design Layout Report Date	NR95W				\$ 15.04	
100	Digital DS1 Loops - Record Issue Date	NR95X				\$ 15.04	
101	Digital DS1 Loops - Designed, Verified & Assigned Date	NR95Y				\$ 45.33	
102	Digital DS1 Loops - Plant Test Date	NR95Z				\$ 65.75	
103	DS3 - Service Non-Recurring Charges						
104	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR90Y				\$ 3.54	
105	Provisioning Charge, per circuit, Install	PENDING				\$ 91.29	
106	Administration Charge, per order - Disconnect	NR90Z				\$ 2.13	
107	Provisioning Charge, per circuit, Disconnect	PENDING				\$ 31.48	
108	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	PENDING				\$ 2.38	
109	Digital DS3 Loops - Design Layout Report Date	NR951				\$ 16.05	
110	Digital DS3 Loops - Record Issue Date	NR952				\$ 16.05	
111	Digital DS3 Loops - Designed, Verified & Assigned Date	NR953				\$ 43.27	
112	Digital DS3 Loops - Plant Test Date	NR954				\$ 66.14	
113							
114	Service Coordination Fee, per central office /4/	UFE		\$ 5.39		N/A	N/A
115							
116	LST						
117	Line & Station Transfer(LST) performed on CDSLAM Loop	URCLD		N/A		\$ 151.21	
118	Line & Station Transfer(LST) performed on Sub Loop	URCLB		N/A		\$ 133.44	
119							
120	Loop Qualification Process						
121	Loop Qualification Process - Mechanized	NR98U		N/A		\$0.00	N/A
122	Loop Qualification Process - Manual	NR98X		N/A		\$0.00	N/A
123							
124	DSL Conditioning						
125	DSL Conditioning Options - >12KFT and <17.5KFT						
126	Removal of Repeater Options	NRBXV		N/A		\$0.00	N/A
127	Removal Bridged Tap Option	NRBXW		N/A		\$0.00	N/A
128	Removal of Load Coil	NRBXZ		N/A		\$0.00	N/A
129	DSL Conditioning Options - >17.5KFT In addition to the rates for >12KFT and <17.5KFT						
130	Removal of Repeater Options	NRBNL		N/A		\$0.00	N/A
131	Removal Bridged Tap Option	NRBNK		N/A		\$0.00	N/A
132	Removal of Load Coil	NRBNJ		N/A		\$0.00	N/A
133	Remove All or NON-Excessive Bridged Tap (RABT) - MMP						
134	Removal of non - excessive bridged tap DSL Loops > 0Kft and < 17.5 Kft	NRMRJ				\$ 552.22	
135	Removal of All bridged tap DSL Loops > 12 Kft to 17.5 Kft	NRMRP				\$ 936.67	
136	Removal of non - excessive bridged tap DSL Loops > 17.5 Kft DSL Loops -						
137	per element incremental	NRMRS				\$ 552.22	
138	Removal of All bridged tap DSL Loops > 17.5 Kft -per element incremental	NRMRM				\$ 552.22	
139							
140	SUB-LOOPS						
141	ECS to SAI sub-loop						
142	2 Wire Analog - area A	PENDING		\$ 1.10		See NRC prices below	
143	2 Wire Analog - area B	PENDING		\$ 1.04		See NRC prices below	
144	2 Wire Analog - area C	PENDING		\$ 1.10		See NRC prices below	
145	4 Wire Analog - area A	PENDING		\$ 2.11		See NRC prices below	
146	4 Wire Analog - area B	PENDING		\$ 2.00		See NRC prices below	
147	4 Wire Analog - area C	PENDING		\$ 2.11		See NRC prices below	
148	2 Wire DSL - area A	PENDING		\$ 1.07		See NRC prices below	
149	2 Wire DSL - area B	PENDING		\$ 0.99		See NRC prices below	
150	2 Wire DSL - area C	PENDING		\$ 1.04		See NRC prices below	
151	4 Wire DSL - area A	PENDING		\$ 2.12		See NRC prices below	
152	4 Wire DSL - area B	PENDING		\$ 1.96		See NRC prices below	
153	4 Wire DSL - area C	PENDING		\$ 2.05		See NRC prices below	
154	ECS to Terminal sub-loop						
155	2 Wire Analog - area A	PENDING		\$ 3.50		See NRC prices below	
156	2 Wire Analog - area B	PENDING		\$ 4.14		See NRC prices below	
157	2 Wire Analog - area C	PENDING		\$ 7.17		See NRC prices below	
158	4 Wire Analog - area A	PENDING		\$ 6.33		See NRC prices below	
159	4 Wire Analog - area B	PENDING		\$ 7.50		See NRC prices below	
160	4 Wire Analog - area C	PENDING		\$ 13.39		See NRC prices below	
161	2 Wire DSL - area A	PENDING		\$ 3.55		See NRC prices below	
162	2 Wire DSL - area B	PENDING		\$ 4.21		See NRC prices below	
163	2 Wire DSL - area C	PENDING		\$ 6.96		See NRC prices below	
164	4 Wire DSL - area A	PENDING		\$ 6.82		See NRC prices below	
165	4 Wire DSL - area B	PENDING		\$ 8.06		See NRC prices below	
166	4 Wire DSL - area C	PENDING		\$ 13.69		See NRC prices below	
167	ECS to NID sub-loop						
168	2 Wire Analog - area A	PENDING		\$ 5.17		See NRC prices below	
169	2 Wire Analog - area B	PENDING		\$ 5.95		See NRC prices below	
170	2 Wire Analog - area C	PENDING		\$ 9.21		See NRC prices below	
171	4 Wire Analog - area A	PENDING		\$ 7.97		See NRC prices below	

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

MICHIGAN - Generic Pricing Schedule H/		USOC	AT&T RECURRING	AT&T NON-RECURRING	
Line			Monthly	Initial	Additional
172	4 Wire Analog - area B	PENDING	\$ 9.12	See NRC prices below	
173	4 Wire Analog - area C	PENDING	\$ 15.47	See NRC prices below	
174	2 Wire DSL - area A	PENDING	\$ 6.27	See NRC prices below	
175	2 Wire DSL - area B	PENDING	\$ 6.07	See NRC prices below	
176	2 Wire DSL - area C	PENDING	\$ 8.95	See NRC prices below	
177	4 Wire DSL - area A	PENDING	\$ 8.65	See NRC prices below	
178	4 Wire DSL - area B	PENDING	\$ 9.86	See NRC prices below	
179	4 Wire DSL - area C	PENDING	\$ 15.84	See NRC prices below	
180	SAI to Terminal sub-loop				
181	2 Wire Analog - area A	PENDING	\$ 2.90	See NRC prices below	
182	2 Wire Analog - area B	PENDING	\$ 3.55	See NRC prices below	
183	2 Wire Analog - area C	PENDING	\$ 6.55	See NRC prices below	
184	4 Wire Analog - area A	PENDING	\$ 5.17	See NRC prices below	
185	4 Wire Analog - area B	PENDING	\$ 6.36	See NRC prices below	
186	4 Wire Analog - area C	PENDING	\$ 12.19	See NRC prices below	
187	2 Wire DSL - area A	PENDING	\$ 2.95	See NRC prices below	
188	2 Wire DSL - area B	PENDING	\$ 3.61	See NRC prices below	
189	2 Wire DSL - area C	PENDING	\$ 6.34	See NRC prices below	
190	4 Wire DSL - area A	PENDING	\$ 5.66	See NRC prices below	
191	4 Wire DSL - area B	PENDING	\$ 6.92	See NRC prices below	
192	4 Wire DSL - area C	PENDING	\$ 12.49	See NRC prices below	
193	SAI to NID sub-loop				
194	2 Wire Analog - area A	PENDING	\$ 4.57	See NRC prices below	
195	2 Wire Analog - area B	PENDING	\$ 5.35	See NRC prices below	
196	2 Wire Analog - area C	PENDING	\$ 8.59	See NRC prices below	
197	4 Wire Analog - area A	PENDING	\$ 8.81	See NRC prices below	
198	4 Wire Analog - area B	PENDING	\$ 7.98	See NRC prices below	
199	4 Wire Analog - area C	PENDING	\$ 14.27	See NRC prices below	
200	2 Wire DSL - area A	PENDING	\$ 4.67	See NRC prices below	
201	2 Wire DSL - area B	PENDING	\$ 5.48	See NRC prices below	
202	2 Wire DSL - area C	PENDING	\$ 8.33	See NRC prices below	
203	4 Wire DSL - area A	PENDING	\$ 7.49	See NRC prices below	
204	4 Wire DSL - area B	PENDING	\$ 8.72	See NRC prices below	
205	4 Wire DSL - area C	PENDING	\$ 14.64	See NRC prices below	
206	Terminal to NID sub-loop				
207	2 Wire Analog - area A	PENDING	\$ 2.13	See NRC prices below	
208	2 Wire Analog - area B	PENDING	\$ 2.28	See NRC prices below	
209	2 Wire Analog - area C	PENDING	\$ 2.56	See NRC prices below	
210	4 Wire Analog - area A	PENDING	\$ 2.13	See NRC prices below	
211	4 Wire Analog - area B	PENDING	\$ 2.07	See NRC prices below	
212	4 Wire Analog - area C	PENDING	\$ 2.69	See NRC prices below	
213	2 Wire DSL - area A	PENDING	\$ 2.20	See NRC prices below	
214	2 Wire DSL - area B	PENDING	\$ 2.36	See NRC prices below	
215	2 Wire DSL - area C	PENDING	\$ 2.50	See NRC prices below	
216	4 Wire DSL - area A	PENDING	\$ 2.37	See NRC prices below	
217	4 Wire DSL - area B	PENDING	\$ 2.29	See NRC prices below	
218	4 Wire DSL - area C	PENDING	\$ 2.78	See NRC prices below	
219	NID sub-loop element				
220	2 Wire Analog - area A	PENDING	\$ 0.16	See NRC prices below	
221	2 Wire Analog - area B	PENDING	\$ 0.15	See NRC prices below	
222	2 Wire Analog - area C	PENDING	\$ 0.15	See NRC prices below	
223	4 Wire Analog - area A	PENDING	\$ 0.33	See NRC prices below	
224	4 Wire Analog - area B	PENDING	\$ 0.31	See NRC prices below	
225	4 Wire Analog - area C	PENDING	\$ 0.32	See NRC prices below	
226	2 Wire DSL - area A	PENDING	\$ 0.16	See NRC prices below	
227	2 Wire DSL - area B	PENDING	\$ 0.15	See NRC prices below	
228	2 Wire DSL - area C	PENDING	\$ 0.15	See NRC prices below	
229	4 Wire DSL - area A	PENDING	\$ 0.33	See NRC prices below	
230	4 Wire DSL - area B	PENDING	\$ 0.31	See NRC prices below	
231	4 Wire DSL - area C	PENDING	\$ 0.32	See NRC prices below	
232	2 Wire ISDN Compatible - area A	PENDING	\$ 0.18	See NRC prices below	
233	2 Wire ISDN Compatible - area B	PENDING	\$ 0.15	See NRC prices below	
234	2 Wire ISDN Compatible - area C	PENDING	\$ 0.15	See NRC prices below	
235	4 Wire DS1 Compatible - area A	PENDING	TBD	See NRC prices below	
236	4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below	
237	4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below	
238					
239	Sub-Loop Non-Recurring Charges				
240	Analog Sub-Loop				
241	Service Ordering Charges				
242	Installation, per occasion per location	PENDING	NA	\$ 3.62	NA
243	Disconnect, per occasion per location	PENDING	NA	\$ 2.13	NA
244	Subsequent, per occasion	PENDING	NA	\$ 3.02	NA
245	Record Work, per occasion	PENDING	NA	\$ 1.86	NA
246	Add or Change, per occasion	PENDING	NA	\$ 3.54	NA
247	Sub-Loop Connection Charge, per termination	PENDING	NA	\$ 17.82	NA
248	Sub-Loop Disconnection Charge, per termination	PENDING	NA	\$ 5.85	NA
249	Sub Loop Provisioning Connect				
250	2-Wire Analog	PENDING		\$ 20.20	NA
251	4-Wire Analog	PENDING		\$ 20.20	NA
252	2-Wire DSL	PENDING		\$ 20.20	NA
253	4-Wire DSL	PENDING		\$ 20.20	NA
254	2-Wire ISDL	PENDING		\$ 20.20	NA
255	4-Wire DS1	PENDING		\$ 146.76	NA
256	Sub Loop Provisioning Disconnect				
257	2-Wire Analog	PENDING		\$ 6.71	NA
258	4-Wire Analog	PENDING		\$ 6.71	NA

TBD - To be determined
NRC - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

MICHIGAN - Generic Pricing Schedule /1/		USOC	AT&T RECURRING	AT&T NON-RECURRING	
Line			Monthly	Initial	Additional
259	2-Wire DSL	PENDING		\$ 6.71	NA
260	4-Wire DSL	PENDING		\$ 6.71	NA
261	2-Wire ISDL	PENDING		\$ 6.71	NA
262	4-Wire DS1	PENDING		\$ 52.02	NA
263	Sub Loop Conditioning				
264	For Sub Loop Facilities > 12Kft. And < 17.5Kft.				
265	Remove Load Coils	PENDING		\$0.00	NA
266	Remove Bridged Tap	PENDING		\$0.00	NA
267	Remove Repeater	PENDING		\$0.00	NA
268	For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.				
269	Remove Load Coils	PENDING		\$0.00	NA
270	Remove Bridged Tap	PENDING		\$0.00	NA
271	Remove Repeater	PENDING		\$0.00	NA
272					
273	Cross Connects				
274	2-Wire /4/	CXCT2	\$ 0.13	NA	NA
275	4-Wire	CXCT4	\$ 0.27	NA	NA
276	DS1/LT1	CXCDX	\$ 16.46	NA	NA
277	DS3/LT3	CXCEX	NA	NA	NA
278	DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 27.86	NA	NA
279					
280	DS1 Interoffice Mileage Per Point of Termination				
281	Zone 1	CZ4X1	\$ 12.39		
282	Zone 2	CZ4X2	\$ 12.28		
283	Zone 3	CZ4X3	\$ 13.17		
284	Interzone	CZ4X4	\$ 13.36		
285	DS1 Interoffice Mileage Per Mile				
286	Zone 1	1YZX1	\$ 0.69		
287	Zone 2	1YZX2	\$ 0.77		
288	Zone 3	1YZX3	\$ 0.50		
289	Interzone	1YZX4	\$ 0.20		
290	DS1 Clear Channel Capability - Per DS1 Circuit Arranged				
291	All Zones Connect	CLYX1-X3		\$ 75.28	
292	All Zones Disconnect	Pending		\$ 6.65	
293					
294	DS1 Interoffice NRC (Connect + Disconnect)				
295	Connect Zone 1	Pending		\$ 57.80	
296	Connect Zone 2	Pending		\$ 57.80	
297	Connect Zone 3	Pending		\$ 57.80	
298	Disconnect Zone 1	Pending		\$ 22.70	
299	Disconnect Zone 2	Pending		\$ 22.70	
300	Disconnect Zone 3	Pending		\$ 22.70	
301					
302	DS1 Installation and Rearrangement - Admin.Charge, Connect, Per Order	ORCMX		\$ 3.14	
303	Installation and Rearrangement - Admin.Charge, Disconnect, Per Order	NRBCL		\$ 2.13	
304					
305	DS3 Interoffice Mileage Termination - Per Point of Termination				
306	Zone 1	CZ4W1	\$ 129.82		
307	Zone 2	CZ4W2	\$ 114.98		
308	Zone 3	CZ4W3	\$ 110.02		
309	Interzone	CZ4W4	\$ 121.50		
310	DS3 Interoffice Mileage - Per Mile				
311	Zone 1	1YZB1	\$ 6.20		
312	Zone 2	1YZB2	\$ 3.84		
313	Zone 3	1YZB3	\$ 9.52		
314	Interzone	1YZB4	\$ 3.73		
315					
316	DS3 Interoffice NRC (Connect + Disconnect)				
317	Connect Zone 1	Pending		\$ 74.59	
318	Connect Zone 2	Pending		\$ 74.60	
319	Connect Zone 3	Pending		\$ 74.69	
320	Disconnect Zone 1	Pending		\$ 22.70	
321	Disconnect Zone 2	Pending		\$ 22.70	
322	Disconnect Zone 3	Pending		\$ 22.70	
323					
324	DS3 Installation and Rearrangement - Admin.Charge, Connect, Per Order	ORCMX		\$ 3.14	
325	Installation and Rearrangement - Admin.Charge, Disconnect, Per Order	NRBCL		\$ 2.13	
326					
327	Multiplexing				
328	DS1 to Voice Grade All Zones, Per Arrangement	QMVX1-X3	\$ 280.24	NA	NA
329	DS3 to DS1 All Zones, Per Arrangement	QM3X1-X3	\$ 414.55	NA	NA
330					
331	Dedicated Transport Cross Connects				
332	DS1	CXCDX	\$ 0.54	NA	NA
333	DS3	CXCEX	\$ 16.46	NA	NA
334	Cancellation or Change Service Charge, per Last Critical Date Reached				
335	DS1				
336	Service Order Portion to be applied to each critical date below	Pending		\$ 2.07	
337	Designs Lay Out Report Date	NR95W		\$ 21.09	
338	Records Issue Date	NR95X		\$ 21.09	
339	Designed Verified and Assigned Date	NR95Y		\$ 31.63	
340	Plant Test Date	NR95Z		\$ 59.16	
341	DS3 Service Order Portion to be applied to each critical date below	Pending	NA	\$ 2.07	NA
342	Designs Lay Out Report Date	NR95S	NA	\$ 20.38	NA
343	Records Issue Date	NR95T	NA	\$ 20.97	NA
344	Designed Verified and Assigned Date	NR95U	NA	\$ 53.61	NA
345	Plant Test Date	NR95V	NA	\$ 76.53	NA

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

MICHIGAN - Generic Pricing Schedule /H/		AT&T RECURRING		AT&T NON-RECURRING	
Line		USOC	Monthly	Initial	Additional
346					
347	Due Date Change Charge Per Order or Occasion				
348	DS1	Pending		\$ 0.43	
349	DS3	Pending		\$ 0.43	
350					
351	Dark Fiber				
352	Dark Fiber Interoffice				
353	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 25.34	NA	NA
354	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.002196	NA	NA
355	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.11	NA	NA
356	Inquiry (Per Request)				
357	Dark Fiber Interoffice Transport - NRC	NR9D6	NA	\$ 338.03	NA
358	Interoffice inquiry (Service Order) Charge, per request			\$ 2.33	
359	FIRM ORDER (Per Fiber Strand)				
360	Installation				
361	Administrative per Order	NRB51	NA	\$ 14.35	NA
362	Dark Fiber Interoffice Transport - NRC	NRB54	NA	\$ 466.62	NA
363	Disconnect				
364	Administrative per Order	NR9H2	NA	\$ 14.12	NA
365	Dark Fiber Interoffice Transport - NRC	NR9H5	NA	\$ 137.30	NA
366					
367	Routine Modifications				
368	Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	NA
369					
370	LNP				
371	Local Number Portability /9/	N9R	\$0.00	N/A	
372	Maintenance of Service Charge	VRP	NA	\$ 71.00	
373					
374	OTHER				
375	Directory Assistance				
376	Directory Assistance				
377	Directory Assistance, per call	OPEN	\$ 0.40	NA	NA
378	National Directory Assistance (NDA), per call	OPEN	\$ 0.65	NA	
379	National Directory Assistance (RDA), per call	OPEN	\$ 0.65	NA	
380	Business Category Search (BCS) where applicable, per call	OPEN	\$ 0.65	NA	
381	Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	NA	
382					
383	OS/DA Automated Call Greeting and References/Rates			NA	
384	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN		\$1,800.00	\$1,800.00
385	Branding and Reference/Rate Lock Up, per OS/DA call	OPEN	\$ 0.03		NA
386	Branding - Facility Based - Initial/Subsequent Load				
387	- Branding, per trunk group	OPEN		\$800.00	\$800.00
388	Rate Reference - Initial Load, per state, per OCN	OPEN		\$5,000.00	
389	Rate Reference - Subsequent Load, per state, per OCN	OPEN		NA	\$1,500.00
390					
391	Operator Services				
392	Fully Automated Call Processing, per call	OPEN	\$0.15	NA	NA
393	Operator Assisted Call Processing - All Types (Including Busy Line Verify (BLV)	OPEN			
394	and Busy Line Verification/Interrupt (BLVI)) per work second	OPEN	\$0.03	NA	NA
395					
396	DA Listing License				
397	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
398	- per listing for initial load	OPEN	NA	\$ 0.040	NA
399	- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
400	Option #2 Full File (all states inclusive) Billable Release				
401	- per listing for initial load	OPEN	NA	\$ 0.020	NA
402	- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
403	- per usage/query	OPEN	NA	\$ 0.020	NA
404	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
405	- per listing for initial load	OPEN	NA	\$ 0.050	NA
406	- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
407	Option #4 Pick & Choose (by state) Billable Release				
408	- per listing for initial load	OPEN	NA	\$ 0.020	NA
409	- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
410	- per usage/query	OPEN	NA	\$ 0.020	NA
411					
412	Ancillary Message Compensation (per message)	OPEN	0.03	N/A	N/A
413					
414	Structure Access - Poles & Ducts		Annually		
415	Poles (\$/attachment/yr.) ##	OPEN	\$ 1.57		
416	Per Foot Conduit Occupancy Fees ##	OPEN			
417	Full Duct (\$/ft/yr.)	OPEN	\$ 0.76		
418	Half Duct (\$/ft/yr.)	OPEN	\$ 0.38		
419	Application fee	OPEN		\$ 200.00	
420	Unauthorized Attachment Fee			\$ 500.00	Per Pole
421	Unauthorized Occupancy Fee			\$ 50.00	Per Conduit Foot
422					
423	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
424	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence				
425					
426	## Note: All pole and conduit license fees are for a period of one year from January 1 thru				
427					
428	Emergency Number Service Access				
429	911 Selective Router Interconnection				
430	-Each DSO installed				
431	-Analog Channel Interface	EVG9X	\$ 19.81		\$ 496.18
432	ANI/ALI/SR and Database Management				
433	- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.93		\$0.00

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

MICHIGAN - Generic Pricing Schedule III		USOC		AT&T RECURRING	AT&T NON-RECURRING	
Line				Monthly	Initial	Additional
434	911 Selective Router Switch Administration					
435	-Per Selective Router					
436						
437	INTERCARRIER COMPENSATION					
438	End Office Local Termination					
439	Set up charge, per call	USAGE	\$	0.000622		
440	Duration charge, per MOU	USAGE	\$	0.000621		
441	Tandem Switching					
442	Set up charge, per call	USAGE	\$	0.000322		
443	Duration charge, per MOU	USAGE	\$	0.000337		
444	Tandem Transport Termination					
445	Set up charge, per call	USAGE	\$	0.000077		
446	Duration charge, per MOU	USAGE	\$	0.000081		
447	Tandem Transport Facility Mileage, per MOU per mile	USAGE	\$	0.000001		
448						
449	Rate for Presumed ISP-bound Traffic as per FCC 01-131			0.0007		
450	RESALE			RESALE DISCOUNTS		
451	BUSINESS			RECURRING	NON-RECURRING	
452	LOCAL EXCHANGE SERVICE					
453	Business 1 Party	RESALE		16.62%		16.62%
454	Business - Measured	RESALE		16.62%		16.62%
455	Customer Operated Pay Telephone (COPT)	RESALE		16.62%		16.62%
456						
457	EXPANDED LOCAL CALLING					
458	Interzone	RESALE		16.62%		16.62%
459						
460	VERTICAL SERVICES					
461	Anonymous Call Rejection	RESALE		16.62%		16.62%
462	Repeat Dialing (Auto Redial)	RESALE		16.62%		16.62%
463	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE		16.62%		16.62%
464	Call Blocker	RESALE		16.62%		16.62%
465	Call Forwarding	RESALE		16.62%		16.62%
466	Call Forwarding - Busy Line	RESALE		16.62%		16.62%
467	Call Forwarding - Busy Line/Don't Answer	RESALE		16.62%		16.62%
468	Call Forwarding - Don't Answer	RESALE		16.62%		16.62%
469	Automatic CallBack (Call Return)	RESALE		16.62%		16.62%
470	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE		16.62%		16.62%
471	Call Trace	RESALE		16.62%		16.62%
472	Call Waiting	RESALE		16.62%		16.62%
473	Caller ID With Name (Calling Name)	RESALE		16.62%		16.62%
474	Caller ID (Calling Number)	RESALE		16.62%		16.62%
475	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE		16.62%		16.62%
476	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE		16.62%		16.62%
477	Remote Access to Call Forwarding (Grandfathered)	RESALE		0%		0%
478	Selective Call Forwarding	RESALE		0%		0%
479	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE		16.62%		16.62%
480	Remote Call Forwarding-Per Feature	RESALE		16.62%		16.62%
481	RCF, Interstate, Interexchange	RESALE		16.62%		16.62%
482	RCF, Intrastate	RESALE		16.62%		16.62%
483	RCF, Interstate, International	RESALE		16.62%		16.62%
484	RCF, Intrastate, Interexchange	RESALE		16.62%		16.62%
485	RCF to 800	RESALE		16.62%		16.62%
486	RCF Additional	RESALE		16.62%		16.62%
487	Speed Calling 8	RESALE		16.62%		16.62%
488	Speed Calling 30	RESALE		16.62%		16.62%
489	Three Way Calling	RESALE		16.62%		16.62%
490	Call Screening	RESALE		16.62%		16.62%
491	Busy Line Transfer	RESALE		16.62%		16.62%
492	Alternate Answer	RESALE		16.62%		16.62%
493	Message Waiting - Tone	RESALE		16.62%		16.62%
494	Easy Call	RESALE		16.62%		16.62%
495	Prime Number Service	RESALE		16.62%		16.62%
496	AT&T Michigan Privacy Manager	RESALE		16.62%		16.62%
497	Name and Number Delivery Service	RESALE		16.62%		16.62%
498						
499	DID					
500	DID	RESALE		16.62%		16.62%
501						
502	TRUNKS					
503	Trunk	RESALE		16.62%		16.62%
504						
505	AIN					
506	Area Wide Networking	RESALE		16.62%		16.62%
507	AT&T Michigan Switch Alternate Routing (ANSAR)	RESALE		16.62%		16.62%
508	AT&T Michigan Customer Location Alternate Routing (ACLAR)	RESALE		16.62%		16.62%
509						
510	OTHER					
511	Grandfathered Services	RESALE		0.00%		0.00%
512	Promotions (Greater than 90 days)	RESALE		16.62%		16.62%
513	TouchTone (Business)	RESALE		16.62%		16.62%
514	TouchTone (Trunk)	RESALE		16.62%		16.62%
515	900/976 Call Blocking (900/976 Call Restriction)	RESALE		0%		0%
516	976 (976 Information Delivery Service)	RESALE		0%		0%
517	Access Services (See Access Tariff)	RESALE		0%		0%
518	Additional Directory Listings	RESALE		16.62%		16.62%
519	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE		0%		0%
520	Connection Services	RESALE		16.62%		16.62%

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

MICHIGAN - Generic Pricing Schedule //		USOC	AT&T RECURRING		AT&T NON-RECURRING	
Line			Monthly		Initial	Additional
521	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
522	Shared Tenant Service	RESALE	0%		0%	
523						
524	Data Services					
525	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	16.62%		16.62%	
526	PBX Trunks	RESALE	16.62%		16.62%	
527	Multi-Service Optical Network (MON)	RESALE	16.62%		16.62%	
528	OCn-PTP	RESALE	16.62%		16.62%	
529	ADTS-E	RESALE	16.62%		16.62%	
530	DS0	RESALE	16.62%		16.62%	
531	DS1	RESALE	16.62%		16.62%	
532	DS3	RESALE	16.62%		16.62%	
533						
534	ISDN					
535	ISDN	RESALE	16.62%		16.62%	
536						
537	DIRECTORY ASSISTANCE SERVICES					
538	Directory Assistance Services	RESALE	16.62%		NA	
539	Local Operator Assistance Service	RESALE	16.62%		NA	
540						
541	National Directory Assistance (NDA), per call	OPEN	\$0.65		NA	
542	National Directory Assistance (RDA), per call	OPEN	\$0.65		NA	
543	Business Category Search (BCS) where applicable, per call	OPEN	\$0.65		NA	
544	Directory Assistance Call Completion (DACC), per call	OPEN	\$0.15		NA	
545						
546	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN			\$1,800.00	\$1,800.00
547	Branding and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03			NA
548	Rate Reference - Initial Load, per state, per OCN	OPEN			\$5,000.00	
549	Rate Reference - Subsequent Load, per state, per OCN	OPEN			NA	\$1,500.00
550						
551	TOLL					
552	TOLL	RESALE	16.62%		16.62%	
553						
554	OPTIONAL TOLL CALLING PLANS					
555	Optional Toll Calling Plans	RESALE	16.62%		16.62%	
556						
557	CENTREX (PLEXAR)					
558	AT&T Michigan Centrex Service ACS	RESALE	16.62%		16.62%	
559	AT&T Michigan Centrex Network Manager	RESALE	0%		0%	
560						
561	PRIVATE LINE					
562	Analog Private Lines	RESALE	16.62%		16.62%	
563	Private Line Channel Services	RESALE	16.62%		16.62%	
564						
565	RESIDENCE					
566	LOCAL EXCHANGE SERVICE					
567	Life Line	RESALE	0%		0%	
568	Residence 1 Party	RESALE	16.62%		16.62%	
569	Residence Measured	RESALE	16.62%		16.62%	
570						
571	EXPANDED LOCAL CALLING					
572	Interzone	RESALE	16.62%		16.62%	
573						
574	VERTICAL SERVICES					
575	Anonymous Call Rejection	RESALE	16.62%		16.62%	
576	Repeat Dialing (Auto Redial)	RESALE	16.62%		16.62%	
577	Repeat Dialing - Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%		16.62%	
578	Call Blocker	RESALE	16.62%		16.62%	
579	Call Forwarding	RESALE	16.62%		16.62%	
580	Call Forwarding - Busy Line	RESALE	16.62%		16.62%	
581	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%		16.62%	
582	Call Forwarding - Don't Answer	RESALE	16.62%		16.62%	
583	Automatic Call-Back (Call Return)	RESALE	16.62%		16.62%	
584	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	16.62%		16.62%	
585	Call Trace	RESALE	16.62%		16.62%	
586	Call Waiting	RESALE	16.62%		16.62%	
587	Caller ID with Name (Calling Name)	RESALE	16.62%		16.62%	
588	Caller ID (Calling Number)	RESALE	16.62%		16.62%	
589	Multi-Ring Service - 1 (Personalized Ring - 1 dependent number)	RESALE	16.62%		16.62%	
590	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent r	RESALE	16.62%		16.62%	
591	Priority Call	RESALE	16.62%		16.62%	
592	Remote Access to Call Forwarding (GF)	RESALE	0%		0%	
593	RCF, Interstate, Interexchange	RESALE	16.62%		16.62%	
594	RCF, Intrastate	RESALE	16.62%		16.62%	
595	RCF, Interstate, International	RESALE	16.62%		16.62%	
596	RCF, Intrastate, Interexchange	RESALE	16.62%		16.62%	
597	RCF to 800	RESALE	16.62%		16.62%	
598	RCF Additional	RESALE	16.62%		16.62%	
599	Selective Call Forwarding	RESALE	16.62%		16.62%	
600	Speed Calling 8	RESALE	16.62%		16.62%	
601	Three Way Calling	RESALE	16.62%		16.62%	
602	Call Screening	RESALE	16.62%		16.62%	
603	Busy Line Transfer	RESALE	16.62%		16.62%	
604	Alternate Answer	RESALE	16.62%		16.62%	
605	Message Waiting - Tone	RESALE	16.62%		16.62%	
606	Easy Call	RESALE	16.62%		16.62%	

TBD - To be determined
NRO - Non-recurring only
ICB - Individual Case Basis
NA - Not Applicable

MICHIGAN - Generic Pricing Schedule #1		USOC	AT&T RECURRING		AT&T NON-RECURRING	
Line			Monthly		Initial	Additional
607	AT&T Michigan Privacy Manager	RESALE	16.62%		16.62%	
608	Name and Number Delivery Service	RESALE	16.62%		16.62%	
609						
610	ISDN					
611	ISDN	RESALE	16.62%		16.62%	
612						
613	OTHER					
614	Grandfathered Services	RESALE	0%		0%	
615	Promotions (Greater than 90 Days)	RESALE	16.62%		16.62%	
616	TouchTone	RESALE	16.62%		16.62%	
617	Home Services Packages	RESALE	16.62%		16.62%	
618	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
619	976 (976 Information Delivery Service)	RESALE	0%		0%	
620	Access Services (See Access Tariff)	RESALE	0%		0%	
621	Additional Directory Listings	RESALE	16.62%		16.62%	
622	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
623	Connection Services	RESALE	16.62%		16.62%	
624	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
625	Shared Tenant Service	RESALE	0%		0%	
626	Restoral of Service Charge	RESALE			Tariff 20 Part 22 Section 2	
627						
628	TOLL					
629	Toll	RESALE	16.62%		16.62%	
630						
631	Electronic Billing Information Data (daily usage)	RESALE	\$0.00			
632	per message					
633						
634	Line Connection Charge					
635	Residence	RESALE			Tariff 20 Part 22 Section 2	
636	Business	RESALE			Tariff 20 Part 22 Section 2	
637	Service Order/Service Request Charge					
638	Residence	RESALE			Tariff 20 Part 22 Section 2	
639	Business	RESALE			Tariff 20 Part 22 Section 2	
640	Non-Electronic (Manual) Service Order Charge					
641	Residence	RESALE			Tariff 20 Part 22 Section 2	
642	Business	RESALE			Tariff 20 Part 22 Section 2	
643						
644	Notes					
645						
646	/2/ Does not apply to pre-existing UNE-P Currently Combined Installations.					
647	/3/ Only applies to pre-existing UNE-P Migrations.					
648	/4/ Applies only once per UNE-P Combination.					
649	/5/ Does not apply to Special Access to UNE conversions.					
650	/6/ Does not apply to new UNE-P Installations.					
651	/7/ Does not apply to new EEL Installations.					
652	/8/ Does not apply to pre-existing UNE-P Migrations.					
653	/9/ Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing effective October 1, 2004.					
654	* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					
655						

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 AT&T Inc. (AT&T) means the holding company which owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 As used herein, **AT&T MI** means the applicable above listed ILEC doing business in Michigan.
- 1.3 As used herein, **Collaborative Process** shall mean the OSS and performance measurement collaborative process established pursuant to Michigan Public Service Commission ("MPSC") Case number U11830.
- 1.4 As used herein, **Remedy Plan** shall mean the performance measurement remedy plan approved by the MPSC in Case number U11830.
- 1.5 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing AT&T-LEC's OSS application-to-application interfaces.
- 1.6 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T MI** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.7 In addition to the exclusions described in the performance measures and Remedy Plan developed within the Collaborative Process, and unless otherwise ordered by the MPSC, **AT&T MI** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC's agent for connection to AT&T-LEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, Remedy Plan and Business Rules developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Remedy Plan and Schedule, and the state-specific Business Rules, including, without limitation, any **AT&T MI** obligation to pay remedies pursuant to the Remedy Plan and Schedule which will be posted on AT&T's Internet website. **AT&T MI** agrees to post the Business Rules on AT&T's Internet website in accordance with the final resolutions achieved in the Collaborative Process.
- 2.2 The parties agree that performance measurements, Remedy Plan and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized and on a going forward basis. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, Remedy Plan and Business Rules adopted in the Collaborative Process. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from

such state Commission order, and compliance with and implementation of any such order shall not represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.

- 2.3 Any payment by AT&T MI pursuant to the Remedy Plan may be by either direct payment (such as a check) or by bill credit. If CLEC selects the direct payment option, CLEC shall submit the attached form. If CLEC does not submit the attached form, any payment shall be by bill credit.

AT&T – Michigan Performance Measurements Appendix CLEC Identification and Liquidated Damages Information Form

A complete and accurate CLEC Identification and Liquidated Damages Information Form is required to be submitted before any liquidated damages may be processed for the CLEC, in accordance with the AT&T – Michigan Performance Measurement Appendix. Please refer to the Appendix and the AT&T CLEC website for more information on Performance Measurements and the Performance Remedy Plan. Submission of this form neither proves nor guarantees that performance remedies are due to the CLEC.

Activity

☐ New ☐ Change

Identifying Information

CLEC Legal Name			
Name in which the CLEC does business			
Federal Tax ID			
ACNA Code		SPID Code (LNP Only)	
Liquidated Damages for (Company Name)			
Name (if different)			

CLEC Information (Please provide the following payment information)

Check one of the following options:

☐ Bill Credit ☐ Check

Complete the additional payment information below for **Check** only:

Payee Name	
Street Address (mail to)	
City / State / Zip Code	
Contact Name	
Contact Phone	

Fax or mail the completed form to the following location:

Fax – (314) 957-2595

Mail: Long Distance Compliance, 13075 Manchester Road, Des Peres, Mo. 63131

Implementation of liquidated damages calculations will begin in accordance with CLEC's Performance Measurement Appendix. The person signing this form represents and warrants that the information provided on this form is complete and accurate and that he/she is authorized by the CLEC identified on the form to provide such information. If Electronic Funds Transfer (EFT) is desired instead of a check, contact your AT&T Account Manager to obtain the additional forms.

Signed by: _____ Date: _____

Print Name: _____

Title: _____

APPENDIX-PRICING (OHIO)

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APPENDIX PRICING (OHIO)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T OHIO** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 **Replacement of Interim Rates**
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **AT&T OHIO** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement

Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T OHIO will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
 - 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
 - 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
 - 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T OHIO and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.8 The following defines the zones found in this Appendix Pricing:
- | For Loops: | |
|---------------------|--|
| <u>Access Area:</u> | <u>Total Access Lines:</u> |
| B | See: Tariff 20, Part 4, Section 1, Sheets 1-47 |
| C | See: Tariff 20, Part 4, Section 1, Sheets 1-47 |
| D | See: Tariff 20, Part 4, Section 1, Sheets 1-47 |
- 1.9 AT&T OHIO's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T OHIO may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set

forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T OHIO provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T OHIO's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T OHIO's current generic contract rate for the Product or Service set forth in AT&T OHIO's applicable state-specific generic pricing schedule as published on AT&T OHIO's CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T OHIO may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 AT&T OHIO's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T OHIO's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T OHIO for that Product or Service and incorporated into AT&T OHIO's current state-specific generic pricing schedule as published on AT&T OHIO's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T OHIO provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T OHIO shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T OHIO shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 AT&T OHIO's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T OHIO's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix.

A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AT&T OHIO** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **AT&T OHIO** will round up to the next whole mile before determining the mileage and applying rates.

3. **NON-RECURRING CHARGES**

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AT&T OHIO** network, without any changes to **AT&T OHIO**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AT&T OHIO** to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. **BILLING**

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

**THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO**
Sept 5, 2008

APPENDIX PRICING - ISP-BOUND ONLY
ATT OHIO/CENTURYTEL ACQUISITION, LLC D/B/A KMC TELECOM III

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
2	NETWORK ELEMENTS			
3	Loops			
4	2-Wire Analog - Metro (Access Area B)	U2HXB	\$ 9.46	See NRC prices below
5	2-Wire Analog - Suburban (Access Area C)	U2HXC	\$ 12.52	See NRC prices below
6	2-Wire Analog - Rural (Access Area D)	U2HXD	\$ 13.65	See NRC prices below
7	2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	\$ 8.61	See NRC prices below
8	2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	\$ 13.50	See NRC prices below
9	2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	\$ 14.72	See NRC prices below
10	2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	\$ 8.61	See NRC prices below
11	2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	\$ 13.50	See NRC prices below
12	2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	\$ 14.72	See NRC prices below
13	2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	\$ 8.67	See NRC prices below
14	2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	\$ 13.76	See NRC prices below
15	2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	\$ 14.99	See NRC prices below
16	2-Wire EKL - Metro (Access Area B)	U2KXB	\$ 9.46	See NRC prices below
17	2-Wire EKL - Suburban (Access Area C)	U2KXC	\$ 17.15	See NRC prices below
18	2-Wire EKL - Rural (Access Area D)	U2KXD	\$ 18.50	See NRC prices below
19	Conditioning for dB Loss			See NRC prices below
20	4-Wire Analog - Metro (Access Area B)	U4HXB	\$ 17.75	See NRC prices below
21	4-Wire Analog - Suburban (Access Area C)	U4HXC	\$ 28.31	See NRC prices below
22	4-Wire Analog - Rural (Access Area D)	U4HXD	\$ 31.81	See NRC prices below
23	2-Wire Digital - Metro (Access Area B)	U2QXB	\$ 10.49	See NRC prices below
24	2-Wire Digital - Suburban (Access Area C)	U2QXC	\$ 17.10	See NRC prices below
25	2-Wire Digital - Rural (Access Area D)	U2QXD	\$ 18.96	See NRC prices below
26	DS1 - Metro (Access Area B)	4U1XB	\$ 31.77	
27	DS1 - Suburban (Access Area C)	4U1XC	\$ 46.79	
28	DS1 - Rural (Access Area D)	4U1XD	\$ 60.38	
29	DS3 - Metro (Access Area B)	U4D3A	\$ 335.08	
30	DS3 - Suburban (Access Area C)	U4D3B	\$ 409.73	
31	DS3 - Rural (Access Area D)	U4D3C	\$ 523.90	
32	DSL Capable Loops			
33	2-Wire xDSL Loop			
34	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	\$ 9.46	See NRC prices below
35	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	\$ 12.52	See NRC prices below
36	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	\$ 13.65	See NRC prices below
37				
38	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	\$ 9.46	See NRC prices below
39	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	\$ 12.52	See NRC prices below
40	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	\$ 13.65	See NRC prices below
41				
42	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	\$ 9.46	See NRC prices below
43	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	\$ 12.52	See NRC prices below
44	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	\$ 13.65	See NRC prices below
45				
46	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	\$ 9.46	See NRC prices below
47	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	\$ 12.52	See NRC prices below
48	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	\$ 13.65	See NRC prices below
49				
50	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	\$ 9.46	See NRC prices below
51	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	\$ 12.52	See NRC prices below
52	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	\$ 13.65	See NRC prices below
53				
54	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	\$ 9.46	See NRC prices below
55	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	\$ 12.52	See NRC prices below
56	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	\$ 13.65	See NRC prices below
57	4-Wire xDSL Loop			
58	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	\$ 17.75	See NRC prices below
59	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	\$ 29.31	See NRC prices below
60	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	\$ 31.81	See NRC prices below
61	IDSL Capable Loop			
62	IDSL Loop Access Area B - Metro	UY5FB	\$ 6.38	See NRC prices below
63	IDSL Loop Access Area C - Suburban	UY5FC	\$ 9.34	See NRC prices below
64	IDSL Loop Access Area D - Rural	UY5FD	\$ 10.79	See NRC prices below
65				
66	Loop Non-Recurring Charges			
67	Service Ordering - Per Order	SEPUP	N/A	\$ 16.02 N/A
68	Service Ordering - Add/Change Per Order	REAH9	NA	\$ 16.02 N/A
69	Line Connection - Per Loop	SEPUC	N/A	\$ 30.61 N/A
70	Line Connection - Add/Change Per Loop	REAH5	NA	\$ 30.61 N/A

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

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring	
71	##	Loop Non-Recurring Charges (DS3 Loops)				
72	##	DS3 - Administrative	NR90Y	N/A	\$ 205.57 N/A	
73	##	DS3 - Design & Central Office	NR901	N/A	\$ 643.36 N/A	
74	##	DS3 - Customer Connection	NR903	N/A	\$ 219.32 N/A	
75						
76		Service Coordination fee per account, per CO.		\$ 0.48		
77						
78	LST					
79	##	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 172.76	
80		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 153.03	
81						
82		Loop Qualification Process				
83	**	Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00 N/A	
84	**	Loop Qualification Process - Manual	NRBXU	N/A	\$ 22.50 N/A	
85						
86		** Interim loop qualification rates ordered by the PUCO in Docket Nos. 96-922-TP-UNC and 00-1368-TP-ATA, on March 13, 2003 and shall be subject to				
87		retroactive true-up upon the establishment of final rate(s) by the PUCO back to the later of: (1) March 13, 2003; (2) the effective date of this Agreement;				
88		or (3) the effective date of the Amendment incorporating this Pricing Schedule into the Agreement.				
89						
90		xDSL Conditioning Options				
91						
92	***	DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	NRMN6	N/A	\$ 10.28 N/A	
93	***	DSL Generic Conditioning all PSD's > 17.5 KFT	NRMN7	N/A	\$ 66.10 N/A	
94						
95	***	DSL Conditioning Options - >12KFT and < 17.5KFT				
96	***	Removal of Repeater Options	NRBXV	N/A	\$0.00 N/A	
97	***	Removal Bridged Tap Option	NRBXW	N/A	\$0.00 N/A	
98	***	Removal of Load Coil	NRBXZ	N/A	\$0.00 N/A	
99	***	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
100	***	Removal of Repeater Options	NRBNL	N/A	\$0.00 N/A	
101	***	Removal Bridged Tap Option	NRBNK	N/A	\$0.00 N/A	
102	***	Removal of Load Coil	NRBNJ	N/A	\$0.00 N/A	
103	***					
104						
105	***	On March 13, 2003, the PUCO established the following interim, non-recurring loop conditioning rates which shall apply to each CLEC in OH who				
106		ordered/orders an xDSL capable loop, the HFPL and/or the HFPCL, subject to retroactive true-up upon the PUCO's establishment of final rates:				
107		For loops 17,500 feet in actual loop length or less: \$10.28; and for loops greater than 17,500 feet in actual loop length: \$66.10 ("Interim				
108		PUCO Rates"). However, due to necessary programming changes, these Interim PUCO Rates will not be implemented in OH until in or				
109		around December 2003. When implemented, the Parties acknowledge and agree that the Interim PUCO Rates shall automatically apply				
110		to this Agreement and shall replace the loop conditioning rates set forth hereinabove effective back to March 13, 2003 ("Rate Effective Date");				
111		and shall apply on a prospective basis until the establishment of final rate(s) by the PUCO. Upon the PUCO's establishment of final loop				
112		rate(s), the Interim PUCO Rates shall be subject to retroactive true-up with the PUCO final loop conditioning rate(s) back to the Rate Effective				
113		Date.				
114						
115		Remove All or Non-Excessive Bridged Tap (RABT) - MMP				
116		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$ 245.00	
117		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	\$ 634.27	
118		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - pe	NRMRS	None	\$ 245.00	
119		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$ 245.00	
120						
121		SUB-LOOPS				
122	##	ECS to SAI sub-loop				
123	##	2 Wire Analog - area B	PENDING	\$ 1.77	See NRC prices below	
124	##	2 Wire Analog - Area C	PENDING	\$ 1.72	See NRC prices below	
125	##	2 Wire Analog - area D	PENDING	\$ 1.68	See NRC prices below	
126	##	4 Wire Analog - area B	PENDING	\$ 3.55	See NRC prices below	
127	##	4 Wire Analog - area C	PENDING	\$ 3.45	See NRC prices below	
128	##	4 Wire Analog - area D	PENDING	\$ 3.37	See NRC prices below	
129	##	2 Wire DSL - area B	PENDING	\$ 1.77	See NRC prices below	
130	##	2 Wire DSL - area C	PENDING	\$ 1.70	See NRC prices below	
131	##	2 Wire DSL - area D	PENDING	\$ 1.66	See NRC prices below	
132	##	4 Wire DSL - area B	PENDING	\$ 3.54	See NRC prices below	
133	##	4 Wire DSL - area C	PENDING	\$ 3.40	See NRC prices below	
134	##	4 Wire DSL - area D	PENDING	\$ 3.33	See NRC prices below	
135	##	ECS to Terminal sub-loop				
136	##	2 Wire Analog - area B	PENDING	\$ 3.39	See NRC prices below	
137	##	2 Wire Analog - Area C	PENDING	\$ 4.54	See NRC prices below	
138	##	2 Wire Analog - area D	PENDING	\$ 5.83	See NRC prices below	
139	##	4 Wire Analog - area B	PENDING	\$ 6.78	See NRC prices below	
140	##	4 Wire Analog - area C	PENDING	\$ 9.09	See NRC prices below	
141	##	4 Wire Analog - area D	PENDING	\$ 11.66	See NRC prices below	

TBD - To be determined
NRO - Non-recurring only
ICB - Individual Case Basis
NA - Not Applicable

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
 Sept 5, 2006

APPENDIX PRICING - ISP-BOUND ONLY
 ATT OHIO/CENTURYTEL ACQUISITION, LLC D/B/A KMG TELECOM III

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
142	##	2 Wire DSL - area B	PENDING	\$ 3.39	See NRC prices below
143	##	2 Wire DSL - area C	PENDING	\$ 4.52	See NRC prices below
144	##	2 Wire DSL - area D	PENDING	\$ 5.81	See NRC prices below
145	##	4 Wire DSL - area B	PENDING	\$ 6.77	See NRC prices below
146	##	4 Wire DSL - area C	PENDING	\$ 9.04	See NRC prices below
147	##	4 Wire DSL - area D	PENDING	\$ 11.62	See NRC prices below
148	##	ECS to NID sub-loop			
149	##	2 Wire Analog - area B	PENDING	\$ 6.03	See NRC prices below
150	##	2 Wire Analog - Area C	PENDING	\$ 7.29	See NRC prices below
151	##	2 Wire Analog - area D	PENDING	\$ 8.60	See NRC prices below
152	##	4 Wire Analog - area B	PENDING	\$ 9.41	See NRC prices below
153	##	4 Wire Analog - area C	PENDING	\$ 12.44	See NRC prices below
154	##	4 Wire Analog - area D	PENDING	\$ 15.12	See NRC prices below
155	##	2 Wire DSL - area B	PENDING	\$ 6.03	See NRC prices below
156	##	2 Wire DSL - area C	PENDING	\$ 7.27	See NRC prices below
157	##	2 Wire DSL - area D	PENDING	\$ 8.58	See NRC prices below
158	##	4 Wire DSL - area B	PENDING	\$ 9.41	See NRC prices below
159	##	4 Wire DSL - area C	PENDING	\$ 12.40	See NRC prices below
160	##	4 Wire DSL - area D	PENDING	\$ 15.08	See NRC prices below
161	##	SAI to Terminal sub-loop			
162	##	2 Wire Analog - area B	PENDING	\$ 2.08	See NRC prices below
163	##	2 Wire Analog - Area C	PENDING	\$ 3.30	See NRC prices below
164	##	2 Wire Analog - area D	PENDING	\$ 4.63	See NRC prices below
165	##	4 Wire Analog - area B	PENDING	\$ 4.16	See NRC prices below
166	##	4 Wire Analog - area C	PENDING	\$ 8.59	See NRC prices below
167	##	4 Wire Analog - area D	PENDING	\$ 9.27	See NRC prices below
168	##	2 Wire DSL - area B	PENDING	\$ 2.07	See NRC prices below
169	##	2 Wire DSL - area C	PENDING	\$ 3.27	See NRC prices below
170	##	2 Wire DSL - area D	PENDING	\$ 4.61	See NRC prices below
171	##	4 Wire DSL - area B	PENDING	\$ 4.15	See NRC prices below
172	##	4 Wire DSL - area C	PENDING	\$ 6.55	See NRC prices below
173	##	4 Wire DSL - area D	PENDING	\$ 9.23	See NRC prices below
174	##	SAI to NID sub-loop			
175	##	2 Wire Analog - area B	PENDING	\$ 4.72	See NRC prices below
176	##	2 Wire Analog - Area C	PENDING	\$ 6.05	See NRC prices below
177	##	2 Wire Analog - area D	PENDING	\$ 7.41	See NRC prices below
178	##	4 Wire Analog - area B	PENDING	\$ 6.79	See NRC prices below
179	##	4 Wire Analog - area C	PENDING	\$ 9.95	See NRC prices below
180	##	4 Wire Analog - area D	PENDING	\$ 12.73	See NRC prices below
181	##	2 Wire DSL - area B	PENDING	\$ 4.71	See NRC prices below
182	##	2 Wire DSL - area C	PENDING	\$ 6.03	See NRC prices below
183	##	2 Wire DSL - area D	PENDING	\$ 7.39	See NRC prices below
184	##	4 Wire DSL - area B	PENDING	\$ 6.78	See NRC prices below
185	##	4 Wire DSL - area C	PENDING	\$ 9.91	See NRC prices below
186	##	4 Wire DSL - area D	PENDING	\$ 12.89	See NRC prices below
187	##	Terminal to NID sub-loop			
188	##	2 Wire Analog - area B	PENDING	\$ 2.86	See NRC prices below
189	##	2 Wire Analog - Area C	PENDING	\$ 2.97	See NRC prices below
190	##	2 Wire Analog - area D	PENDING	\$ 3.00	See NRC prices below
191	##	4 Wire Analog - area B	PENDING	\$ 2.78	See NRC prices below
192	##	4 Wire Analog - area C	PENDING	\$ 3.82	See NRC prices below
193	##	4 Wire Analog - area D	PENDING	\$ 3.75	See NRC prices below
194	##	2 Wire DSL - area B	PENDING	\$ 2.86	See NRC prices below
195	##	2 Wire DSL - area C	PENDING	\$ 2.97	See NRC prices below
196	##	2 Wire DSL - area D	PENDING	\$ 3.00	See NRC prices below
197	##	4 Wire DSL - area B	PENDING	\$ 2.78	See NRC prices below
198	##	4 Wire DSL - area C	PENDING	\$ 3.62	See NRC prices below
199	##	4 Wire DSL - area D	PENDING	\$ 3.75	See NRC prices below
200	##	NID sub-loop element			
201	##	2 Wire Analog - area B	PENDING	\$ 0.18	See NRC prices below
202	##	2 Wire Analog - Area C	PENDING	\$ 0.18	See NRC prices below
203	##	2 Wire Analog - area D	PENDING	\$ 0.18	See NRC prices below
204	##	4 Wire Analog - area B	PENDING	\$ 0.35	See NRC prices below
205	##	4 Wire Analog - area C	PENDING	\$ 0.33	See NRC prices below
206	##	4 Wire Analog - area D	PENDING	\$ 0.33	See NRC prices below
207	##	2 Wire DSL - area B	PENDING	\$ 0.18	See NRC prices below
208	##	2 Wire DSL - area C	PENDING	\$ 0.18	See NRC prices below
209	##	2 Wire DSL - area D	PENDING	\$ 0.18	See NRC prices below
210	##	4 Wire DSL - area B	PENDING	\$ 0.35	See NRC prices below
211	##	4 Wire DSL - area C	PENDING	\$ 0.33	See NRC prices below

TSD - To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
 Sept 5, 2006

APPENDIX PRICING - ISP-BOUND ONLY
 ATT OHIO/CENTURYTEL ACQUISITION, LLC D/B/A KMC TELECOM III

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
212	##	4 Wire DSL - area D	PENDING	\$ 0.33	See NRC prices below
213	##	2 Wire ISDN Compatible - area B	PENDING	\$ 0.18	See NRC prices below
214	##	2 Wire ISDN Compatible - area C	PENDING	\$ 0.18	See NRC prices below
215	##	2 Wire ISDN Compatible - area D	PENDING	\$ 0.18	See NRC prices below
216	##	4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below
217	##	4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below
218	##	4 Wire DS1 Compatible - area D	PENDING	TBD	See NRC prices below
219	##	Sub-Loop Non-Recurring Charges			
220	##	2-Wire Analog Sub-Loop	PENDING		\$ 217.57
221	##	4-Wire Analog Sub-Loop	PENDING		\$ 218.54
222	##	2-Wire xDSL Digital Sub-Loop	PENDING		\$ 250.83
223	##	4-Wire xDSL Digital Sub-Loop	PENDING		\$ 255.11
224	##	2-Wire ISDN Digital Sub-Loop	PENDING		\$ 278.37
225	##	4-Wire DS1 Digital Sub-Loop	PENDING		\$ 470.27
226	##	Sub-Loop Service Order Charge			
227	##	Establish, per occasion	PENDING		\$ 16.23
228	##	Sub-Loop Line Connection Charge			
229	##	per occasion	PENDING		\$ 31.00
230					
231		Cross Connects			
232		2-Wire	CXCT2	\$ 0.15	NA
233		4-Wire	CXCT4	\$ 0.29	NA
234		DS1/LT1	CXCDX	\$ 0.40	NA
235		DS3/LT3	CXCBX	\$ 0.70	NA
236	##	DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 30.54	N/A
237					
238		Dedicated Transport			
239		Interoffice Transport:			
240		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 14.79	NA
241		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 1.64	NA
242		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 127.75	NA
243		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 21.61	NA
244		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 127.75	NA
245		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 21.61	NA
246					
247		Multiplexing			
248		DS1 to Voice Grade	QMVX1-X3	\$ 279.80	NA
249		DS3 to DS1	QM3X1-X3	\$ 372.85	NA
250					
251		Dedicated Transport Cross Connects			
252		DS1	CXCDX	\$ 0.40	NA
253		DS3	CXCEX	\$ 0.70	NA
254					
255		Dedicated Transport Optional Features & Functions			
256		DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3		\$ 402.28
257					
258		Dedicated Transport Installation & Rearrangement Charges			
259		DS1 Administration Charge - Per Order	ORCMX	NA	\$ 394.30
260		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 824.17
261		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 512.19
262		DS3 Administration Charge - Per Order	ORCMX	NA	\$ 299.28
263		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 663.29
264		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 351.77
265					
266		Dark Fiber			
267	##	Dark Fiber Interoffice			
268	##	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$75.79	NA
269	##	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$0.00159	NA
270	##	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$3.20	NA
271	##	Inquiry (Per Request)			
272	##	Dark Fiber Interoffice Transport - NRC	NR9D6	NA	\$290.85
273	##	FIRM ORDER (Per Fiber Strand)			
274	##	Administrative per Order			
275	##	Connect	NRB51	NA	\$11.53
276	##	Disconnect	NR9H2	NA	\$10.21
277	##	Connect	NRB52	NA	\$343.23
278	##	Disconnect	NR9H3	NA	\$90.87
279	##	Dark Fiber Interoffice Transport - NRC			
280	##	Connect	NRB54	NA	\$414.95
281	##	Disconnect	NR9H5	NA	\$160.42

TBD - To be determined
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 ICB - Individual Case Basis
 NA - Not Applicable

**THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO**
Sept 5, 2006

APPENDIX PRICING - ISP-BOUND ONLY
ATT OHIO/CENTURYTEL ACQUISITION, LLC D/B/A KMC TELECOM III

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
282					
283		Routine Modifications			
284		Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB
285					
286		LNP			
287		****Local Number Portability	NSR	\$0.00	N/A
288		****Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing			
289		effective October 1, 2004.			
290		Maintenance of Service Charge	VRP	NA	\$ 71.00
291					
292		OTHER			
293	##	Directory Assistance			
294		Directory Assistance, per call	OPEN	\$ 0.40	NA
295		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	NA
296		Reverse Directory Assistance (RDA), per call		\$ 0.65	
297		Business Category Search (BCS), per call	OPEN	\$ 0.65	NA
298		Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	NA
299					
300		OS/DA Automated Call Greeting and References / Rates			
301	##	Branding - Other - Initial/Subsequent Load, per switch	OPEN	NA	\$ 1,800.00
302	##	Brand and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03	NA
303	##	Branding - Facility Based - Initial/Subsequent Load			
304	##	- Branding, per trunk group	OPEN	NA	\$ 800.00
305	##	Rate Reference - Initial Load, per state, per OCN	OPEN	NA	\$ 5,000.00
306	##	Rate Reference - Subsequent Load, per state, per OCN	OPEN	NA	\$ 1,500.00
307					
308		Operator Services			
309		Fully Automated Call Processing, per call	OPEN	\$ 0.15	NA
310		Operator Assisted Call Processing - All Types (including Busy Line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second	OPEN	\$ 0.03	NA
311					
312	##	DA Listing License			
313	##	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
314	##	- per listing for initial load	OPEN	NA	\$ 0.040
315	##	- per listing for subsequent updates	OPEN	NA	\$ 0.060
316	##	Option #2 Full File (all states inclusive) Billable Release			
317	##	- per listing for initial load	OPEN	NA	\$ 0.020
318	##	- per listing for subsequent updates	OPEN	NA	\$ 0.030
319	##	- per usage/query	OPEN	NA	\$ 0.020
320	##	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
321	##	- per listing for initial load	OPEN	NA	\$ 0.050
322	##	- per listing for subsequent updates	OPEN	NA	\$ 0.060
323	##	Option #4 Pick & Choose (by state) Billable Release			
324	##	- per listing for initial load	OPEN	NA	\$ 0.020
325	##	- per listing for subsequent updates	OPEN	NA	\$ 0.030
326	##	- per usage/query	OPEN	NA	\$ 0.020
327					
328		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	NA
329					
330		Structure Access - Poles & Ducts		Annually	
331		Poles (\$/attachment/yr.)* ##	OPEN	\$ 2.36	
332		Per Foot Conduit Occupancy Fees ##			
333		Full Duct (\$/ft/yr.)	OPEN	\$ 0.94	
334		Half Duct (\$/ft/yr)	OPEN	\$ 0.47	
335		Application fee	OPEN		\$ 200.00
336		Unauthorized Attachment Fee per Pole			\$ 500.00
337		Unauthorized Occupancy Fee per Conduit Foot			\$ 50.00
338		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
339		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
340		## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,			
341		effective January 1, 2005 and billable semi-annually in advance in January and July of each year.			
342		New rates will be communicated to CLEC no later than November 1st for the succeeding year			
343					
344		Emergency Number Service Access			
345		911 Selective Router Interconnection			
346		-Digital DS1 Interface	USAGE	\$ 336.44	\$ 756.98
347		-Each DSO installed	USAGE	N/A	\$ 364.69
348		-Analog Channel Interface	EVG9X	\$ 28.72	\$ 436.62

TBD - To be determined
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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
 Sept 5, 2006

APPENDIX PRICING - ISP-BOUND ONLY
 ATT OHIO/CENTURYTEL ACQUISITION, LLC D/B/A KMC TELECOM III

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
349		ANI/ALI/SR and Database Management			
350		- Per 100 records, rounded up to nearest 100	9S89X	\$ 5.32	\$ 709.49
351		- Access Routing File (CD-ROM)	USAGE	\$ 25.82	
352		911 Selective Router Switch Administration			
353		-Per Selective Router	USAGE	\$ 5.55	\$ 2,645.15
354					
355		INTERCARRIER COMPENSATION			
356		End Office Local Termination			
357		Duration charge, per MOU	USAGE	\$ 0.003600	
358		Tandem Switching			
359		Duration charge, per MOU	USAGE	\$ 0.000623	
360		Tandem Transport Termination, per MOU	USAGE	\$ 0.000146	
361		Tandem Transport Facility Mileage, per MOU per mile	USAGE	\$ 0.000006	
362					
363		Rate for Presumed ISP-Bound Traffic as per FCC 01-131	USAGE	\$ 0.0007	
364					
365	##	Rate elements not included in TELRIC order			
366		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA."			
367	/1/	Does not apply to pre-existing UNE-P Migrations. This Non-Recurring Charge is the only NRC charged for New UNE-P Residential POTS			
368		Combinations. Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA application of rates			
369		is interim and subject to AT&T Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration,			
370		appeal, further PUCO action, or other change of law. The Parties also acknowledge and agree that the interim rates set forth are			
371		subject to true-up or true-down pending PUCO established rates.			
372		RESALE		RESALE DISCOUNTS	RESALE DISCOUNTS
373		BUSINESS		RECURRING	NON- RECURRING
374		LOCAL EXCHANGE SERVICE			
375		Business 1 Party	RESALE	20.29%	20.29%
376		Business - Measured	RESALE	20.29%	20.29%
377		Customer Operated Pay Telephone (COPT)	RESALE	20.29%	20.29%
378					
379		EXPANDED LOCAL CALLING			
380		Extended Area Service	RESALE	20.29%	20.29%
381					
382		VERTICAL SERVICES			
383		Anonymous Call Rejection	RESALE	20.29%	20.29%
384		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
385		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
386		Call Blocker	RESALE	20.29%	20.29%
387		Call Forwarding	RESALE	20.29%	20.29%
388		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
389		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
390		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
391		Automatic CallBack (Call Return)	RESALE	20.29%	20.29%
392		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
393		Call Trace	RESALE	20.29%	20.29%
394		Call Waiting	RESALE	20.29%	20.29%
395		Caller ID WithName (Calling Name)	RESALE	20.29%	20.29%
396		Caller ID (Calling Number)	RESALE	20.29%	20.29%
397		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	20.29%	20.29%
398		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	20.29%	20.29%
399		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%
400		Selective Call Forwarding	RESALE	0.00%	0.00%
401		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	20.29%	20.29%
402		Remote Call Forwarding-Per Feature	RESALE	20.29%	20.29%
403		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
404		RCF, Intrastate	RESALE	20.29%	20.29%
405		RCF, Interstate, International	RESALE	20.29%	20.29%
406		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
407		RCF to 800	RESALE	20.29%	20.29%
408		RCF Additional	RESALE	20.29%	20.29%
409		Speed Calling 8	RESALE	20.29%	20.29%
410		Speed Calling 30	RESALE	20.29%	20.29%
411		Three Way Calling	RESALE	20.29%	20.29%
412		Call Screening	RESALE	20.29%	20.29%
413		Busy Line Transfer	RESALE	20.29%	20.29%
414		Alternate Answer	RESALE	20.29%	20.29%
415		Message Waiting - Tone	RESALE	20.29%	20.29%
416		Easy Call	RESALE	20.29%	20.29%
417		Prime Number Service	RESALE	20.29%	20.29%

TBD - To be determined
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 ICB - Individual Case Basis
 NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
418		AT&T Ohio Privacy Manager	RESALE	20.29%	20.29%
419		Name and Number Delivery Service	RESALE	20.29%	20.29%
420					
421		DID			
422		DID	RESALE	20.29%	20.29%
423					
424		TRUNKS			
425		Trunk	RESALE	20.29%	20.29%
426					
427		AIN			
428		Area Wide Networking	RESALE	20.29%	20.29%
429		Emergency Referral Message Service (Disaster Routing Service)	RESALE	20.29%	20.29%
430		AT&T Ohio Switch Alternate Routing (ANSAR)	RESALE	20.29%	20.29%
431		AT&T Ohio Customer Location Alternate Routing (ACLAR)	RESALE	20.29%	20.29%
432					
433		OTHER			
434		Grandfathered Services	RESALE	0.00%	0.00%
435		Promotions (Greater than 90 days)	RESALE	20.29%	20.29%
436		TouchTone (Business)	RESALE	20.29%	20.29%
437		TouchTone (Trunk)	RESALE	20.29%	20.29%
438					
439		Data Services			
440		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	20.29%	20.29%
441		PBX Trunks	RESALE	20.29%	20.29%
442		Multi-Service Optical Network (MON)	RESALE	20.29%	20.29%
443		OCn-PTP	RESALE	20.29%	20.29%
444		ADTS-E	RESALE	20.29%	20.29%
445		DS0	RESALE	20.29%	20.29%
446		DS1	RESALE	20.29%	20.29%
447		DS3	RESALE	20.29%	20.29%
448					
449		ISDN			
450		ISDN	RESALE	20.29%	20.29%
451					
452		DIRECTORY ASSISTANCE / OPERATOR SERVICES			
453		Local Operator Assistance Service	RESALE	20.29%	NA
454		Local Directory Assistance	RESALE	20.29%	NA
455					
456		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	NA
457		Reverse Directory Assistance (RDA), per call		\$ 0.65	
458		Business Category Search (BCS), per call	OPEN	\$ 0.65	NA
459		Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	NA
460					
461		OS/DA Automated Call Greeting and References / Rates			
462		Branding - Other - Initial/Subsequent Load, per switch		NA	\$ 1,800.00
463		Branding and Reference/Rate Look Up, per OS/DA call		\$ 0.03	
464		Rate Reference - Initial Load, per state, per OCN		NA	\$ 5,000.00
465		Rate Reference - Subsequent Load, per state, per OCN		NA	\$ 1,500.00
466					
467		TOLL			
468		TOLL	RESALE	20.29%	20.29%
469					
470		OPTIONAL TOLL CALLING PLANS			
471		Optional Toll Calling Plans	RESALE	20.29%	20.29%
472					
473		CENTREX (PLEXAR)			
474		CENTREX ACS	RESALE	20.29%	20.29%
475		CENTREX ACS AT&T Ohio CENTREX Network Manager	RESALE	0.00%	0.00%
476					
477		PRIVATE LINE			
478		Analog Private Lines	RESALE	20.29%	20.29%
479		Private Line Channel Services	RESALE	20.29%	20.29%
480					
481		RESIDENCE		RESALE DISCOUNTS	
482		LOCAL EXCHANGE SERVICE		RECURRING	NON- RECURRING
483		Life Line	RESALE	0.00%	0.00%
484		Residence 1 Party	RESALE	20.29%	20.29%
485		Residence Measured	RESALE	20.29%	20.29%

TBD - To be determined
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NA - Not Applicable

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 Sept 5, 2006

APPENDIX PRICING - ISP-BOUND ONLY
 ATT OHIO/CENTURYTEL ACQUISITION, LLC D/B/A KMC TELECOM III

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
486					
487		EXPANDED LOCAL CALLING			
488		Extended Area Service	RESALE	20.29%	20.29%
489					
490		VERTICAL SERVICES			
491		Anonymous Call Rejection	RESALE	20.29%	20.29%
492		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
493		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
494		Call Blocker	RESALE	20.29%	20.29%
495		Call Forwarding	RESALE	20.29%	20.29%
496		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
497		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
498		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
499		Automatic Call-Back (Call Return)	RESALE	20.29%	20.29%
500		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
501		Call Trace	RESALE	20.29%	20.29%
502		Call Waiting	RESALE	20.29%	20.29%
503		Caller ID with Name (Calling Name)	RESALE	20.29%	20.29%
504		Caller ID (Calling Number)	RESALE	20.29%	20.29%
505		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	20.29%	20.29%
506		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent num	RESALE	20.29%	20.29%
507		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%
508		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
509		RCF, Intrastate	RESALE	20.29%	20.29%
510		RCF, Interstate, International	RESALE	20.29%	20.29%
511		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
512		RCF to 800	RESALE	20.29%	20.29%
513		RCF Additional	RESALE	20.29%	20.29%
514		Selective Call Forwarding	RESALE	20.29%	20.29%
515		Speed Calling 8	RESALE	20.29%	20.29%
516		Three Way Calling	RESALE	20.29%	20.29%
517		Call Screening	RESALE	20.29%	20.29%
518		Busy Line Transfer	RESALE	20.29%	20.29%
519		Alternate Answer	RESALE	20.29%	20.29%
520		Message Waiting - Tone	RESALE	20.29%	20.29%
521		Easy Call	RESALE	20.29%	20.29%
522		AT&T Ohio Privacy Manager	RESALE	20.29%	20.29%
523		Name and Number Delivery Service	RESALE	20.29%	20.29%
524					
525		ISDN			
526		ISDN	RESALE	20.29%	20.29%
527					
528		OTHER			
529					
530		Grandfathered Services	RESALE	0.00%	0.00%
531		Promotions (Greater than 90 Days)	RESALE	20.29%	20.29%
532		TouchTone	RESALE	20.29%	20.29%
533		Home Services Packages	RESALE	20.29%	20.29%
534					
535		TOLL			
536					
537		Custom and Dedicated 800 Service (Home 800)	RESALE	20.29%	20.29%
538		IntraLATA MTS	RESALE	20.29%	20.29%
539		900/976 Call Blocking (900/976 Call Restriction)	RESALE	20.29%	20.29%
540		976 (976 Information Delivery Service)	RESALE	20.29%	20.29%
541		Access Services (See Access Tariff)	RESALE	0%	0%
542		Additional Directory Listings	RESALE	20.29%	20.29%
543		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	20.29%	20.29%
544		Connection Services	RESALE	20.29%	20.29%
545		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
546		Shared Tenant Service	RESALE	0%	0%
547		Toll Restriction	RESALE	20.29%	20.29%
548		Restoral of Service Charge	RESALE	0%	0%
549					
550		Electronic Billing Information Data (daily usage)	RESALE	\$0.00	
551		per message			
552					
553		Local disconnect Report (LDR)			
554		Per WTN	RESALE	\$0.00	
555					

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

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
 Sept 5, 2006

APPENDIX PRICING - ISP-BOUND ONLY
 ATT OHIO/CENTURYTEL ACQUISITION, LLC D/B/A KMG TELECOM III

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
556	Line Connection Charge			
557	Complex (Residence)	RESALE		20.29%
558	Complex (Business)	RESALE		20.29%
559	Simple (Residence)	RESALE		20.29%
560	Simple (Business)	RESALE		20.29%
561				
562	Service Order/Service Request Charge			
563	Complex (Residence)	RESALE		20.29%
564	Complex (Business)	RESALE		20.29%
565	Simple (Residence)	RESALE		20.29%
566	Simple (Business)	RESALE		20.29%
567				
568	Non-Electronic (Manual) Service Order Charge			
569	Complex (Residence)	RESALE		\$9.02
570	Complex (Business)	RESALE		\$9.02
571	Simple (Residence)	RESALE		\$9.02
572	Simple (Business)	RESALE		\$9.02

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

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to **AT&T OHIO's** (as the case may be) Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.4 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing AT&T-owned ILEC's OSS application-to-application interfaces.
- 1.5 As used herein, in Ohio, Merger Conditions shall mean those conditions related to the AT&T/Ameritech merger ordered under the Public Utility Commission of Ohio Stipulation And Recommendation Case number 98-1082-TP-AMT.
- 1.6 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.
- 1.7 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect any party's rights and obligations. Neither the existence of any particular performance measure, nor the language describing that measure, shall constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T OHIO** is limited in the manner by which it may provide any particular manner of access. The parties agree that each and every of the CLEC's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant laws, FCC and state commission decisions/regulations, tariffs, and the interconnection agreement to which this Appendix is attached.
- 1.8 The measurement data herein shall be collected, reported and used to calculate Remedy Payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Performance Measurement Remedy Plan and Schedule, and the state-specific Business Rules, as posted on AT&T's Internet website.
- 2.2 The parties agree that performance measurements, remedies and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with

the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, remedy plans and Business Rules implemented by AT&T in response to the Collaborative Process as then posted on AT&T's Internet website. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and compliance with and implementation of any such order shall not represent a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.

- 2.3 In addition to the exclusions described in the performance measures and remedy plans developed within the Collaborative Process, AT&T OHIO shall not be obligated to pay Remedy Payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Provider Bureau Provider acting as CLEC's agent for connection to AT&T-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

APPENDIX-PRICING (WISCONSIN)

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APPENDIX PRICING (WISCONSIN)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T WISCONSIN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 **Replacement of Interim Rates**
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T WISCONSIN will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T WISCONSIN will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T WISCONSIN and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:

A

B

C

Total Access Lines:

See: Tariff 20, Part 4, Section 2, Sheet 2

See: Tariff 20, Part 4, Section 2, Sheet 2

See: Tariff 20, Part 4, Section 2, Sheet 2

1.9 AT&T WISCONSIN's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T WISCONSIN may reject the order. In the

event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **AT&T WISCONSIN** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **AT&T WISCONSIN**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **AT&T WISCONSIN**'s current generic contract rate for the Product or Service set forth in **AT&T WISCONSIN**'s applicable state-specific generic pricing schedule as published on **AT&T WISCONSIN**'s CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **AT&T WISCONSIN** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **AT&T WISCONSIN**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **AT&T WISCONSIN**'s right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **AT&T WISCONSIN** for that Product or Service and incorporated into **AT&T WISCONSIN**'s current state-specific generic pricing schedule as published on **AT&T WISCONSIN**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **AT&T WISCONSIN** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **AT&T WISCONSIN** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **AT&T WISCONSIN** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 **AT&T WISCONSIN**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **AT&T WISCONSIN**'s right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix.

A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AT&T WISCONSIN** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **AT&T WISCONSIN** will round up to the next whole mile before determining the mileage and applying rates.

3. **NON-RECURRING CHARGES**

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AT&T WISCONSIN** network, without any changes to **AT&T WISCONSIN**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AT&T WISCONSIN** to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. **BILLING**

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
October 12, 2006

APPENDIX PRICING/ISP-BOUND ONLY
ATT WISCONSIN/TEL ACQUISITION, LLC DBA KMC TELECOM III

Line	WISCONSIN	USOC	AT&T Recurring		AT&T Non Recurring	
			Monthly	Initial	Additional	
1	NETWORK ELEMENTS					
2	Loops					
3	2-Wire Analog - Rural (Access Area C)	U2HXC	\$ 16.02	See NRC Prices Below		
4	2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 13.33	See NRC Prices Below		
5	2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 11.69	See NRC Prices Below		
6	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	\$ 17.34	See NRC Prices Below		
7	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	\$ 14.44	See NRC Prices Below		
8	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	\$ 12.26	See NRC Prices Below		
9	2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	\$ 17.34	See NRC Prices Below		
10	2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	\$ 14.44	See NRC Prices Below		
11	2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	\$ 12.26	See NRC Prices Below		
12	2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	\$ 17.73	See NRC Prices Below		
13	2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	\$ 14.80	See NRC Prices Below		
14	2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	\$ 12.55	See NRC Prices Below		
15	2-Wire EKL - Rural (Access Area C)	U2KXC	\$ 21.17	See NRC Prices Below		
16	2-Wire EKL - Suburban (Access Area B)	U2KXB	\$ 17.99	See NRC Prices Below		
17	2-Wire EKL - Metro (Access Area A)	U2KXA	\$ 15.08	See NRC Prices Below		
18	Conditioning for dB Loss					
19	4-Wire Analog - Rural (Access Area C)	U4HXC	\$ 38.61	See NRC Prices Below		
20	4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 32.52	See NRC Prices Below		
21	4-Wire Analog - Metro (Access Area A)	U4HXA	\$ 27.37	See NRC Prices Below		
22	2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 21.99	See NRC Prices Below		
23	2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 18.39	See NRC Prices Below		
24	2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 15.55	See NRC Prices Below		
25	Service Coord. Fee per account, per CO		\$ 1.77			
26	DS1 Loop - Rural (Access Area C)	4U1XC	\$ 52.62	See NRC Prices Below		
27	DS1 Loop - Suburban (Access Area B)	4U1XB	\$ 54.41	See NRC Prices Below		
28	DS1 Loop - Metro (Access Area A)	4U1XA	\$ 45.11	See NRC Prices Below		
29	DS3 Loop - Rural (Access Area C)	U4D3C	\$ 645.89	See NRC Prices Below		
30	DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 528.88	See NRC Prices Below		
31	DS3 Loop - Metro (Access Area A)	U4D3A	\$ 438.33	See NRC Prices Below		
32						
33	DSL Capable Loops					
34	2-Wire xDSL Loop					
35	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 13.33	See NRC Prices Below		
36	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 12.33	See NRC Prices Below		
37	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 11.85	See NRC Prices Below		
38						
39	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 13.33	See NRC Prices Below		
40	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 12.33	See NRC Prices Below		
41	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 11.85	See NRC Prices Below		
42						
43	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 13.33	See NRC Prices Below		
44	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 12.33	See NRC Prices Below		
45	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 11.85	See NRC Prices Below		
46						
47	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 13.33	See NRC Prices Below		
48	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 12.33	See NRC Prices Below		
49	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 11.85	See NRC Prices Below		
50						
51	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 13.33	See NRC Prices Below		
52	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 12.33	See NRC Prices Below		
53	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 11.85	See NRC Prices Below		
54						
55	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 13.33	See NRC Prices Below		
56	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 12.33	See NRC Prices Below		
57	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 11.85	See NRC Prices Below		
58	4-Wire xDSL Loop					
59	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 24.53	See NRC prices below		
60	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 22.42	See NRC prices below		
61	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 21.26	See NRC prices below		
62						
63	DSL Capable Loop					
64	DSL Loop Access Area C - Rural	UY5FC	\$ 21.99	See NRC Prices Below		
65	DSL Loop Access Area B - Suburban	UY5FB	\$ 18.39	See NRC Prices Below		
66	DSL Loop Access Area A - Metro	UY5FA	\$ 15.55	See NRC Prices Below		
67						
68	Loop Qualification Process					
69	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
70	Loop Qualification Process - Manual	NRBXU	N/A	\$ 26.12	N/A	
71						
72	DSL Conditioning Options - >12KFT and <17.5KFT*					
73	Removal of Repeater Options	NRBXV	N/A	\$149.01	N/A	
74	Removal Bridged Tap Option	NRBXW	N/A	\$720.01	N/A	
75	Removal of Load Coil	NRBXZ	N/A	\$691.82	N/A	

TSD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
October 12, 2006

APPENDIX PRICING/ISP-BOUND ONLY
ATT WISCONSIN/TEL ACQUISITION, LLC D/B/A KMC TELECOM III

Line	WISCONSIN	USOC	AT&T Recurring		
			Monthly	Initial	Additional
76	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT*				
77	Removal of Repeater Options	NRBNL	N/A	\$145.82	N/A
78	Removal Bridged Tap Option	NRBNK	N/A	\$344.80	N/A
79	Removal of Load Coil	NRBNJ	N/A	\$582.38	N/A
80					
81	Removal of All or NON-Excessive Bridged Tap (RABT) - NMP*				
82	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRL	N/A	\$230.66	
83	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRL	N/A	\$597.00	
84	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL loops - per element incremental	NRMRS	N/A	\$230.66	
85	Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRL	N/A	\$230.66	
86					
87	* IN Wisconsin only, if CLEC has incorporated the UNE Loop rates from PSCW Docket 0720-TI-187 into this Agreement, the non-recurring conditioning rates for Wisconsin set forth herein above shall be eliminated and AT&T Wisconsin shall cease to bill and collect for such rates.				
88					
89					
90	Loop Non-Recurring Charges				
91	Bus Service Order - Establish	SEPUP		\$ 0.07	
92	Bus Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
93	Bus Service Order - Add/Change	REAH9		\$ 0.07	
94	Bus Line Connection - Stand alone UNE loop	SEPUC		\$ 30.64	
95	Bus Line Connection - Stand alone UNE loop - Disconnect	NR9OG		\$ 3.86	
96	Bus Line Connection Add/Change	REAH5		\$ 30.64	
97	Bus Record Work Only	NR9UP		\$ 0.04	
98	Res Service Order - Establish	SEPUP		\$ 0.07	
99	Res Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
100	Res Service Order - Add/Change	REAH9		\$ 0.07	
101	Res Line Connection	SEPUC		\$ 30.64	
102	Res Line Connection - Disconnect	NR9OG		\$ 3.86	
103	Res Line Connection Add/Change	REAH5		\$ 30.64	
104	Res Record Work Only	NR9UP		\$ 0.04	
105					
106	DSL Loop Non-Recurring Charges				
107	Administrative Charge - per order	NR9OR		\$ 139.62	
108	Administrative Charge - per order - Disconnect	NR9OT		\$ 55.72	
109	Design & Central Office Connection Charge-per circuit	NR9OU		\$ 433.80	
110	Design & Central Office Connection Charge-per circuit - Disconnect	NR9OV		\$ 81.11	
111	Customer Connection Charge per Termination	NR9OW		\$ 179.90	
112					
113	DSL Loop Non-Recurring Charges				
114	Administrative Charge - per order	NR9OY	N/A	\$ 83.86	N/A
115	Administrative Charge - Disconnect Order	NR9OZ	NA	\$ 39.93	
116	Design & Central Office Connection Charge, per circuit	NR9O1	N/A	\$ 587.70	N/A
117	Design & Central Office Connection Charge, per circuit - Disconnect	NR9O2	NA	\$ 82.92	
118	Customer Connection Charge per Termination	NR9O3	N/A	\$ 197.18	N/A
119					
120	SUB-LOOPS				
121	ECS to SAI sub-loop				
122	2 Wire Analog - area A	PENDING	\$ 1.28	See NRC prices below	
123	2 Wire Analog - area B	PENDING	\$ 1.20	See NRC prices below	
124	2 Wire Analog - area C	PENDING	\$ 1.16	See NRC prices below	
125	4 Wire Analog - area A	PENDING	\$ 2.55	See NRC prices below	
126	4 Wire Analog - area B	PENDING	\$ 2.37	See NRC prices below	
127	4 Wire Analog - area C	PENDING	\$ 2.29	See NRC prices below	
128	2 Wire DSL Compatible - area A	PENDING	\$ 1.28	See NRC prices below	
129	2 Wire DSL Compatible - area B	PENDING	\$ 1.20	See NRC prices below	
130	2 Wire DSL Compatible - area C	PENDING	\$ 1.16	See NRC prices below	
131	4 Wire DSL Compatible - area A	PENDING	\$ 2.55	See NRC prices below	
132	4 Wire DSL Compatible - area B	PENDING	\$ 2.37	See NRC prices below	
133	4 Wire DSL Compatible - area C	PENDING	\$ 2.29	See NRC prices below	
134	ECS to Terminal sub-loop				
135	2 Wire Analog - area A	PENDING	\$ 5.05	See NRC prices below	
136	2 Wire Analog - area B	PENDING	\$ 6.05	See NRC prices below	
137	2 Wire Analog - area C	PENDING	\$ 9.79	See NRC prices below	
138	4 Wire Analog - area A	PENDING	\$ 10.09	See NRC prices below	
139	4 Wire Analog - area B	PENDING	\$ 12.05	See NRC prices below	
140	4 Wire Analog - area C	PENDING	\$ 19.54	See NRC prices below	
141	2 Wire DSL Compatible - area A	PENDING	\$ 5.05	See NRC prices below	
142	2 Wire DSL Compatible - area B	PENDING	\$ 6.05	See NRC prices below	
143	2 Wire DSL Compatible - area C	PENDING	\$ 9.79	See NRC prices below	
144	4 Wire DSL Compatible - area A	PENDING	\$ 10.09	See NRC prices below	
145	4 Wire DSL Compatible - area B	PENDING	\$ 12.05	See NRC prices below	
146	4 Wire DSL Compatible - area C	PENDING	\$ 19.54	See NRC prices below	
147	ECS to NID sub-loop				
148	2 Wire Analog - area A	PENDING	\$ 5.80	See NRC prices below	
149	2 Wire Analog - area B	PENDING	\$ 6.81	See NRC prices below	
150	2 Wire Analog - area C	PENDING	\$ 10.62	See NRC prices below	
151	4 Wire Analog - area A	PENDING	\$ 11.56	See NRC prices below	

TBD - To be determined
NRC - Nonrecurring only
ICB - Individual Case Basis
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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
October 12, 2006

APPENDIX PRICING/ISP BOUND ONLY
ATT W/ CENTURYTEL ACQUISITION, LLC D/B/A KMC TELECOM III

Line	WISCONSIN	USOC	AT&T Recurring		AT&T Non Recurring	
			Monthly	Initial	Additional	
152	4 Wire Analog - area B	PENDING	\$ 13.56	See NRC prices below		
153	4 Wire Analog - area C	PENDING	\$ 21.22	See NRC prices below		
154	2 Wire DSL Compatible - area A	PENDING	\$ 5.80	See NRC prices below		
155	2 Wire DSL Compatible - area B	PENDING	\$ 6.81	See NRC prices below		
156	2 Wire DSL Compatible - area C	PENDING	\$ 10.62	See NRC prices below		
157	4 Wire DSL Compatible - area A	PENDING	\$ 11.56	See NRC prices below		
158	4 Wire DSL Compatible - area B	PENDING	\$ 13.56	See NRC prices below		
159	4 Wire DSL Compatible - area C	PENDING	\$ 21.22	See NRC prices below		
160	SAI to Terminal sub-loop					
161	2 Wire Analog - area A	PENDING	\$ 4.88	See NRC prices below		
162	2 Wire Analog - area B	PENDING	\$ 5.83	See NRC prices below		
163	2 Wire Analog - area C	PENDING	\$ 9.66	See NRC prices below		
164	4 Wire Analog - area A	PENDING	\$ 9.75	See NRC prices below		
165	4 Wire Analog - area B	PENDING	\$ 11.66	See NRC prices below		
166	4 Wire Analog - area C	PENDING	\$ 19.29	See NRC prices below		
167	2 Wire DSL Compatible - area A	PENDING	\$ 4.88	See NRC prices below		
168	2 Wire DSL Compatible - area B	PENDING	\$ 5.83	See NRC prices below		
169	2 Wire DSL Compatible - area C	PENDING	\$ 9.66	See NRC prices below		
170	4 Wire DSL Compatible - area A	PENDING	\$ 9.75	See NRC prices below		
171	4 Wire DSL Compatible - area B	PENDING	\$ 11.66	See NRC prices below		
172	4 Wire DSL Compatible - area C	PENDING	\$ 19.29	See NRC prices below		
173	SAI to NID sub-loop					
174	2 Wire Analog - area A	PENDING	\$ 5.61	See NRC prices below		
175	2 Wire Analog - area B	PENDING	\$ 6.61	See NRC prices below		
176	2 Wire Analog - area C	PENDING	\$ 10.49	See NRC prices below		
177	4 Wire Analog - area A	PENDING	\$ 11.22	See NRC prices below		
178	4 Wire Analog - area B	PENDING	\$ 13.16	See NRC prices below		
179	4 Wire Analog - area C	PENDING	\$ 20.97	See NRC prices below		
180	2 Wire DSL Compatible - area A	PENDING	\$ 5.61	See NRC prices below		
181	2 Wire DSL Compatible - area B	PENDING	\$ 6.61	See NRC prices below		
182	2 Wire DSL Compatible - area C	PENDING	\$ 10.49	See NRC prices below		
183	4 Wire DSL Compatible - area A	PENDING	\$ 11.22	See NRC prices below		
184	4 Wire DSL Compatible - area B	PENDING	\$ 13.16	See NRC prices below		
185	4 Wire DSL Compatible - area C	PENDING	\$ 20.97	See NRC prices below		
186	Terminal to NID sub-loop					
187	2 Wire Analog - area A	PENDING	\$ 1.14	See NRC prices below		
188	2 Wire Analog - area B	PENDING	\$ 1.15	See NRC prices below		
189	2 Wire Analog - area C	PENDING	\$ 1.23	See NRC prices below		
190	4 Wire Analog - area A	PENDING	\$ 2.25	See NRC prices below		
191	4 Wire Analog - area B	PENDING	\$ 2.30	See NRC prices below		
192	4 Wire Analog - area C	PENDING	\$ 2.47	See NRC prices below		
193	2 Wire DSL Compatible - area A	PENDING	\$ 1.14	See NRC prices below		
194	2 Wire DSL Compatible - area B	PENDING	\$ 1.15	See NRC prices below		
195	2 Wire DSL Compatible - area C	PENDING	\$ 1.23	See NRC prices below		
196	4 Wire DSL Compatible - area A	PENDING	\$ 2.25	See NRC prices below		
197	4 Wire DSL Compatible - area B	PENDING	\$ 2.30	See NRC prices below		
198	4 Wire DSL Compatible - area C	PENDING	\$ 2.47	See NRC prices below		
199	NID sub-loop element					
200	2 Wire Analog - area A	PENDING	TBD	See NRC prices below		
201	2 Wire Analog - area B	PENDING	TBD	See NRC prices below		
202	2 Wire Analog - area C	PENDING	TBD	See NRC prices below		
203	4 Wire Analog - area A	PENDING	TBD	See NRC prices below		
204	4 Wire Analog - area B	PENDING	TBD	See NRC prices below		
205	4 Wire Analog - area C	PENDING	TBD	See NRC prices below		
206	2 Wire DSL - area A	PENDING	TBD	See NRC prices below		
207	2 Wire DSL - area B	PENDING	TBD	See NRC prices below		
208	2 Wire DSL - area C	PENDING	TBD	See NRC prices below		
209	4 Wire DSL - area A	PENDING	TBD	See NRC prices below		
210	4 Wire DSL - area B	PENDING	TBD	See NRC prices below		
211	4 Wire DSL - area C	PENDING	TBD	See NRC prices below		
212	2 Wire ISDN Compatible - area A	PENDING	TBD	See NRC prices below		
213	2 Wire ISDN Compatible - area B	PENDING	TBD	See NRC prices below		
214	2 Wire ISDN Compatible - area C	PENDING	TBD	See NRC prices below		
215	4 Wire DS1 Compatible - area A	PENDING	TBD	See NRC prices below		
216	4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below		
217	4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below		
218	DS3 compatible subloop - area A	PENDING	TBD	See NRC prices below		
219	DS3 compatible subloop - area B	PENDING	TBD	See NRC prices below		
220	DS3 compatible subloop - area C	PENDING	TBD	See NRC prices below		
221	Sub-Loop Non-Recurring Charges					
222	2-Wire Analog Sub-Loop	PENDING		\$ 137.70		
223	2-Wire Analog Sub-Loop - Disconnect	PENDING		\$ 52.99		
224	4-Wire Analog Sub-Loop	PENDING		\$ 138.64		
225	4-Wire Analog Sub-Loop - Disconnect	PENDING		\$ 52.99		
226	2-Wire xDSL Digital Sub-Loop	PENDING		\$ 148.38		
227	2-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$ 52.98		

TBD - To be determined
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ICB - Individual Case Basis
NA - Not Applicable

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
October 12, 2006

APPENDIX PRICING/SP-BOUND ONLY
ATT WISCONSIN TEL ACQUISITION, LLC DB/JA KMC TELECOM III

WISCONSIN			AT&T Recurring		
Line		USOC	Monthly	Initial	Additional
228	4-Wire xDSL Digital Sub-Loop	PENDING		\$ 152.36	
229	4-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$ 53.24	
230	2-Wire ISDN Digital Sub-Loop	PENDING		\$ 176.96	
231	2-Wire ISDN Digital Sub-Loop - Disconnect	PENDING		\$ 52.98	
232	4-Wire DS1 Digital Sub-Loop	PENDING		\$ 346.37	
233	4-Wire DS1 Digital Sub-Loop - Disconnect	PENDING		\$ 78.59	
234					
235	Service Order Charge				
236	Establish, per occasion	PENDING		\$ 0.07	
237	Establish, per occasion - Disconnect	PENDING		\$ 0.04	
238	Add or change, per occasion	PENDING		\$ 0.07	
239	Record Work Only	PENDING		\$ 0.04	
240	Line Connection Charge				
241	per occasion	PENDING		\$ 30.64	
242	per occasion - Disconnect	PENDING		\$ 3.86	
243					
244	LST				
245	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	NA	\$ 160.08	
246	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLB	NA	\$ 141.25	
247					
248	LNP				
249	Local Number Portability	NSR	\$0.00		
250					
251	Cross Connects				
252	2-Wire	CXCT2	\$ 0.19	NA	NA
253	4-Wire	CXCT4	\$ 0.38	NA	NA
254	DS1/LT1	CXCDX	\$ 0.52	NA	NA
255	DS3/LT3	CXC8X	\$ 0.96	NA	NA
256	DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 25.89		
257					
258	Dedicated Transport				
259	Interoffice Transport:				
260	DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 18.49		
261	Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 2.19		
262	DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 191.33		
263	Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 33.29		
264	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 191.33		
265	Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 33.29		
266					
267	Multiplexing				
268	DS1 to Voice Grade	QMVX1-X3	\$ 342.91		
269	DS3 to DS1	QM3X1-X3	\$ 473.51		
270					
271	Dedicated Transport Cross Connects				
272	DS1	CXCDX	\$ 0.52		
273	DS3	CXCEX	\$ 0.96		
274					
275	Dark Fiber Interoffice				
276	Dark Fiber Interoffice Termination (Per Termination per Fiber)	UJYCX	\$ 30.41		
277	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	UJNCF	\$ 0.003315		
278	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.69		
279	Inquiry (Per Request)				
280	Dark Fiber Interoffice Transport - NRC	NR8D6		\$ 284.17	
281	FIRM ORDER (Per Fiber Strand)				
282	Administrative per Order				
283	Connect	NRB51		\$ 10.97	
284	Disconnect	N49H2		\$ 12.73	
285	Dark Fiber Interoffice Transport - NRC				
286	Connect	NRB54		\$ 411.80	
287	Disconnect	NR9H5		\$ 106.10	
288					
289	Dedicated Transport Optional Features & Functions				
290	DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3	NA	\$ 271.14	
291	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect	PENDING		\$ 63.91	
292					
293	Dedicated Transport Installation & Rearrangement Charges				
294	DS1 Administration Charge - Per Order	ORCMX	NA	\$ 93.93	NA
295	Administrative Charge - Per Disconnect Order	TBD	NA	\$ 51.45	
296	Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 458.47	NA
297	Design & Central Office Connection Charge Disconnect - Per Circuit	TBD	NA	\$ 82.00	
298	Carrier Connection Charge - Per Order	NRBBL	NA	\$ 181.97	NA
299	DS3 Administration Charge - Per Order	ORCMX	NA	\$ 88.25	NA
300	Administrative Charge - Per Disconnect Order	TBD	NA	\$ 54.50	
301	Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 629.55	NA
302	Design & Central Office Connection Charge Disconnect - Per Circuit	TBD	NA	\$ 89.31	NA
303	Carrier Connection Charge - Per Order	NRBBL	NA	\$ 197.18	NA

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WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
October 12, 2006

APPENDIX PRICING/ASP-BOUND ONLY
ATT WISCONSIN/TEL ACQUISITION, LLC D/B/A KMC TELECOM III

Line	WISCONSIN	USOC	AT&T Recurring		AT&T Non Recurring	
			Monthly	Initial	Additional	
304						
305	Routine Modifications					
306	Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	NA	
307						
308	Maintenance of Service Charge	VRP	NA	\$ 71.00	NA	
309						
310						
311	OTHER					
312						
313	Directory Assistance					
314	Facility-based DA					
315	Directory Assistance/National Directory Assistance/Reverse DA, per call	OPEN	\$ 0.40	NA	NA	
	National Directory Assistance (NDA), per call	OPEN	\$ 0.65			
	Reverse Directory Assistance (RDA), per call	OPEN	\$ 0.65			
	Business Category Search (BCS) / if applicable, per call	OPEN	\$ 0.65			
316	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA	NA	
317						
318	Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00		
319	- per call	OPEN	\$ 0.03			
320						
321	Branding - Facility Based - Initial/Subsequent Load					
322	- Branding, per trunk group	OPEN	NA	\$ 800.00	NA	
323						
324	Rate Reference - Initial Load	OPEN	NA	\$ 5,000.00	NA	
325	Rate Reference - Subsequent Load	OPEN	NA	\$ 1,500.00	NA	
326						
	Operator Services					
	Fully Automated Call Processing, per call	OPEN	\$ 0.15	NA	NA	
	Operator Assisted Call Processing - All Types (Including Busy Line Verify (BLV) and BLV/Emergency Interrupt (BLV/I)), per work second	OPEN	\$ 0.03	NA	NA	
327	DA Listings					
328	DA Listing License					
329	Option #1 Full File (all states inclusive) Non-billable Release (no query charges)					
330	- per listing for initial load	OPEN	NA	\$ 0.040	NA	
331	- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA	
332	Option #2 Full File (all states inclusive) Billable Release					
333	- per listing for initial load	OPEN	NA	\$ 0.020	NA	
334	- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA	
335	- per usage/query	OPEN	NA	\$ 0.020	NA	
336	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
337	- per listing for initial load	OPEN	NA	\$ 0.050	NA	
338	- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA	
339	Option #4 Pick & Choose (by state) Billable Release					
340	- per listing for initial load	OPEN	NA	\$ 0.020	NA	
341	- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA	
342	- per usage/query	OPEN	NA	\$ 0.020	NA	
343						
344	Operator Services					
	National Directory Assistance (NDA), per call	OPEN	\$ 0.65	NA		
	Reverse Directory Assistance (RDA), per call	OPEN	\$ 0.65	NA		
	Business Category Search (BCS) / if applicable, per call	OPEN	\$ 0.65	NA		
	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA		
345	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA	NA	
346	Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA	NA	
347						
348	Branding - Other - Initial/Subsequent Load	OPEN		1,800.00		
349	- per call	OPEN	\$ 0.30			
350						
351	Branding - Facility Based - Initial/Subsequent Load					
352	- per trunk group	OPEN	NA	\$ 800.00	NA	
353						
354	Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 5,000.00	NA	
355	Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,500.00	NA	
356						
357	Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	NA	NA	
358						
359	Structure Access - Poles & Ducts		Annually			
360	Poles (\$/attachment/yr.) #		\$ 2.50			
361	Per Foot Conduit Occupancy Fees #					
362	Full Duct (\$/ft/yr.)		\$ 0.96			
363	Half Duct (\$/ft/yr.)		\$ 0.48			
364						
365	Application fee	OPEN		\$ 200.00		
366						
367	Unauthorized Attachment Fee			\$500 per Pole		

TBD - To be determined
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NA - Not Applicable

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
October 12, 2006

APPENDIX PRICING/ISP-BOUND ONLY
ATT WISCONSIN TEL ACQUISITION, LLC D/B/A KMC TELECOM III

Line	WISCONSIN	USOC	AT&T Recurring		AT&T Non Recurring	
			Monthly	Initial	Additional	
368	Unauthorized Occupancy Fee			\$50 per Conduit Foot		
369						
370	* For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space,					
371	or fraction thereof, rendered unusable by the attachment's presence.					
372	## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,					
373	effective January 1, 2005 and billable semi-annually in advance in January and July of each year.					
374	New rates will be communicated to CLEC no later than November 1st for the succeeding year.					
375						
376	Emergency Number Service Access					
377	911 Selective Router Interconnection					
378	- Digital DS1 Interface		333.02	\$ 1,231.58		
379	- Each DSO installed	OPEN	NA	\$ 642.26		
380	- Analog Channel Interface	EVG6X	\$ 26.29	\$ 737.59		
381	ANAL/USR and Database Management					
382	- Per 100 records, rounded up to nearest 100	\$S86X	\$ 3.75	\$ 642.76		
383	- Access Routing File (CD-ROM)	OPEN	\$ 23.39			
384	911 Selective Router Switch Administration					
385	- Per Selective Router	OPEN	\$ 6.05	\$ 2,318.07		
386						
387	INTERCARRIER COMPENSATION					
388	End Office Local Termination					
389	Set up charge, per call	USAGE	\$ 0.005486			
390	Duration charge, per MOU	USAGE	\$ 0.001662			
391						
392	Tandem Switching					
393	Set up charge, per call	USAGE	\$ 0.000904			
394	Duration charge, per MOU	USAGE	\$ 0.000483			
395						
396	Tandem Transport Termination					
397	Set up charge, per call	USAGE	\$ 0.000122			
398	Duration charge, per MOU	USAGE	\$ 0.000064			
399						
400	Tandem Transport Facility Mileage, per MOU per mile					
401	Set up charge, per mile	USAGE	\$ 0.000008			
402	Duration charge, per MOU per mile	USAGE	\$ 0.000003			
403						
404	Daily Usage Feed (DUF), per message	USAGE	\$ 0.000531			
405						
406	Rate for Presumed ISP-Bound Traffic as per FCC 01-131	USAGE	\$ 0.0007			
407						
408						
409						
410	RESALE		RECURRING	NON-RECURRING		
411	BUSINESS					
412	LOCAL EXCHANGE SERVICE					
413	Business 1 Party	RESALE	17.50%	27.50%		
414	Business - Measured	RESALE	17.50%	27.50%		
415	Customer Operated Pay Telephone (COPT)	RESALE	17.50%	27.50%		
416						
417	EXPANDED LOCAL CALLING					
418	Extended Area Service	RESALE	20.00%	20.00%		
419						
420	VERTICAL SERVICES					
421	Anonymous Call Rejection	RESALE	25.00%	25.00%		
422	Repeat Dialing (Auto Redial)	RESALE	25.00%	25.00%		
423	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	25.00%	25.00%		
424	Call Blocker	RESALE	25.00%	25.00%		
425	Call Forwarding	RESALE	25.00%	25.00%		
426	Call Forwarding - Busy Line	RESALE	25.00%	25.00%		
427	Call Forwarding - Busy Line/Don't Answer	RESALE	25.00%	25.00%		
428	Call Forwarding - Don't Answer	RESALE	25.00%	25.00%		
429	Automatic CallBack (Call Return)	RESALE	25.00%	25.00%		
430	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	25.00%	25.00%		
431	Call Trace	RESALE	25.00%	25.00%		
432	Call Waiting	RESALE	25.00%	25.00%		
433	Caller ID WithName (Calling Name)	RESALE	25.00%	25.00%		
434	Caller ID (Calling Number)	RESALE	25.00%	25.00%		
435	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	25.00%	25.00%		
436	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	25.00%	25.00%		
437	Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%		
438	Selective Call Forwarding	RESALE	0.00%	0.00%		
439	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	25.00%	25.00%		
440	Remote Call Forwarding-Per Feature	RESALE	25.00%	25.00%		
441	RCF, Interstate, Interexchange	RESALE	25.00%	25.00%		
442	RCF, Intrastate	RESALE	25.00%	25.00%		
443	RCF, Interstate, International	RESALE	25.00%	25.00%		

TSD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
October 12, 2006

APPENDIX PRICING/ISP-BOUND ONLY
ATT W/CENTURYTEL ACQUISITION, LLC DBA KMC TELECOM III

Line	WISCONSIN	USOC	AT&T Recurring		AT&T Non Recurring	
			Monthly	Initial	Additional	
444	RCF, Intrastate, Interexchange	RESALE	25.00%	25.00%		
445	RCF to 800	RESALE	25.00%	25.00%		
446	RCF Additional	RESALE	25.00%	25.00%		
447	Speed Calling 8	RESALE	25.00%	25.00%		
448	Speed Calling 30	RESALE	25.00%	25.00%		
449	Three Way Calling	RESALE	25.00%	25.00%		
450	Call Screening	RESALE	25.00%	25.00%		
451	Busy Line Transfer	RESALE	25.00%	25.00%		
452	Alternate Answer	RESALE	25.00%	25.00%		
453	Message Waiting - Tone	RESALE	25.00%	25.00%		
454	Easy Call	RESALE	25.00%	25.00%		
455	Prime Number Service	RESALE	25.00%	25.00%		
456	AT&T Wisconsin Privacy Manager	RESALE	25.00%	25.00%		
457	Name and Number Delivery Service	RESALE	25.00%	25.00%		
458						
459	DID					
460	DID	RESALE	15.00%	15.00%		
461						
462	TRUNKS					
463	Trunk	RESALE	17.50%	17.50%		
464						
465	AIN					
466	Area Wide Networking	RESALE	25.00%	25.00%		
467	AT&T Wisconsin Switch Alternate Routing (ANSAR)	RESALE	25.00%	25.00%		
468	AT&T Wisconsin Customer Location Alternate Routing (ACLAR)	RESALE	25.00%	25.00%		
469						
470	OTHER					
471	Grandfathered Services	RESALE	0.00%	0.00%		
472	Promotions (Greater than 90 days)	RESALE	25.00%	25.00%		
473	TouchTone (Business)	RESALE	25.00%	25.00%		
474	TouchTone (Trunk)	RESALE	25.00%	25.00%		
475	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%		
476	976 (976 Information Delivery Service)	RESALE	0%	0%		
477	Access Services (See Access Tariff)	RESALE	0%	0%		
478	Additional Directory Listings	RESALE	15.00%	15.00%		
479	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%		
480	Connection Services	RESALE	25.00%	25.00%		
481	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%		
482	Shared Tenant Service	RESALE	0%	0%		
483						
484	Data Services					
485	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	8.00%	8.00%		
486	PBX Trunks	RESALE	8.00%	8.00%		
487	Multi-Service Optical Network (MON)	RESALE	8.00%	8.00%		
488	OCn-PTP	RESALE	8.00%	8.00%		
489	ADTS-E	RESALE	8.00%	8.00%		
490	DS0	RESALE	8.00%	8.00%		
491	DS1	RESALE	8.00%	8.00%		
492	DS3	RESALE	8.00%	8.00%		
493						
494	ISDN					
495	ISDN	RESALE	9.70%	9.70%		
496						
497	DIRECTORY ASSISTANCE SERVICES					
498	Directory Assistance Services	RESALE	15.00%	15.00%		
499	Local Operator Assistance Service	RESALE	15.00%	15.00%		
500	Reverse Directory Assistance (RDA)	RESALE	\$1.25	NA		
501						
502	TOLL					
503	TOLL	RESALE	25.00%	25.00%		
504						
505	OPTIONAL TOLL CALLING PLANS					
506	Optional Toll Calling Plans	RESALE	25.00%	25.00%		
507						
508	CENTREX (PLEXAR)					
509	AT&T Wisconsin Centrex Service ACS	RESALE	25.00%	25.00%		
510	AT&T Wisconsin Centrex Network Manager	RESALE	0.00%	0.00%		
511						
512	PRIVATE LINE					
513	Analog Private Lines	RESALE	8.00%	8.00%		
514	Private Line Channel Services	RESALE	8.00%	8.00%		
515						
516	RESIDENCE					
517	LOCAL EXCHANGE SERVICE					
518	Life Line	RESALE	0.00%	0.00%		
519	Residence 1 Party	RESALE	14.50%	25.00%		

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
October 12, 2006

APPENDIX PRICING/ISP-BOUND ONLY
ATT WISCONSIN TEL ACQUISITION, LLC D/B/A KMC TELECOM III

Line	WISCONSIN	USOC	AT&T Recurring		AT&T Non Recurring	
			Monthly	Initial	Additional	
520	Residence Measured	RESALE	14.50%	25.00%		
521						
522	EXPANDED LOCAL CALLING					
523	Extended Area Service	RESALE	17.50%	17.50%		
524						
525	VERTICAL SERVICES					
526	Anonymous Call Rejection	RESALE	23.00%	23.00%		
527	Repeat Dialing (Auto Redial)	RESALE	23.00%	23.00%		
528	Repeat Dialing - Per Use (Auto Redial - Usage Sensitive)	RESALE	23.00%	23.00%		
529	Call Blocker	RESALE	23.00%	23.00%		
530	Call Forwarding	RESALE	23.00%	23.00%		
531	Call Forwarding - Busy Line	RESALE	23.00%	23.00%		
532	Call Forwarding - Busy Line/Don't Answer	RESALE	23.00%	23.00%		
533	Call Forwarding - Don't Answer	RESALE	23.00%	23.00%		
534	Automatic Call-Back (Call Return)	RESALE	23.00%	23.00%		
535	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	23.00%	23.00%		
536	Call Trace	RESALE	23.00%	23.00%		
537	Call Waiting	RESALE	23.00%	23.00%		
538	Caller ID with Name (Calling Name)	RESALE	23.00%	23.00%		
539	Caller ID (Calling Number)	RESALE	23.00%	23.00%		
540	Multi-Ring Service - 1 (Personalized Ring - 1 dependent number)	RESALE	23.00%	23.00%		
541	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	23.00%	23.00%		
542	Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%		
543	RCF, Interstate, Interexchange	RESALE	23.00%	23.00%		
544	RCF, Intrastate	RESALE	23.00%	23.00%		
545	RCF, Interstate, International	RESALE	23.00%	23.00%		
546	RCF, Intrastate, Interexchange	RESALE	23.00%	23.00%		
547	RCF to 800	RESALE	23.00%	23.00%		
548	RCF Additional	RESALE	23.00%	23.00%		
549	Selective Call Forwarding	RESALE	23.00%	23.00%		
550	Speed Calling 8	RESALE	23.00%	23.00%		
551	Three Way Calling	RESALE	23.00%	23.00%		
552	Call Screening	RESALE	23.00%	23.00%		
553	Busy Line Transfer	RESALE	23.00%	23.00%		
554	Alternate Answer	RESALE	23.00%	23.00%		
555	Message Waiting - Tone	RESALE	23.00%	23.00%		
556	Easy Call	RESALE	23.00%	23.00%		
557	AT&T Wisconsin Privacy Manager	RESALE	23.00%	23.00%		
558	Name and Number Delivery Service	RESALE	23.00%	23.00%		
559						
560	ISDN					
561	ISDN	RESALE	9.70%	9.70%		
562						
563	DIRECTORY ASSISTANCE SERVICES					
564	Directory Assistance Services	RESALE	15.00%	15.00%		
565	Local Operator Assistance Service	RESALE	15.00%	15.00%		
566	Reverse Directory Assistance (RDA)	RESALE	\$1.25	NA		
567						
568	OTHER					
569	Grandfathered Services	RESALE	0.00%	0.00%		
570	Promotions (Greater than 90 Days)	RESALE	23.00%	23.00%		
571	TouchTone	RESALE	23.00%	23.00%		
572	Home Services Packages	RESALE	23.00%	23.00%		
573	800/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%		
574	976 (976 Information Delivery Service)	RESALE	0%	0%		
575	Access Services (See Access Tariff)	RESALE	0%	0%		
576	Additional Directory Listings	RESALE	15.00%	15.00%		
577	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%		
578	Connection Services	RESALE	25.00%	25.00%		
579	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%		
580	Shared Tenant Service	RESALE	0%	0%		
581	Restoral of Service Charge			Tariff 20 Part 22 Section 2		
582						
583	TOLL					
584	Toll	RESALE	21.50%	21.50%		
585						
586	Electronic Billing Information Data (daily usage)	RESALE	\$ 0.000531			
587	per message	USAGE				
588						
589	Line Connection Charge					
590	Residence	RESALE	Tariff 20 Part 22 Section 2			
591	Business	RESALE	Tariff 20 Part 22 Section 2			
592						
593	Service Order/Service Request Charge					
594	Residence	RESALE		Tariff 20 Part 22 Section 2		
595	Business	RESALE		Tariff 20 Part 22 Section 2		

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

WISCONSIN BELL, INC. d/b/a
ATT WISCONSIN
October 12, 2006

APPENDIX PRICING/ASP-BOUND ONLY
ATT WISCONSIN/TEL ACQUISITION, LLC D/B/A KMC TELECOM III

Line	WISCONSIN	USOC	AT&T Recurring		AT&T Non Recurring	
			Monthly	Initial	Additional	
596						
597	Non-Electronic (Manual) Service Order Charge					
598	Residence	RESALE				Tariff 20 Part 22 Section 2
599	Business	RESALE				Tariff 20 Part 22 Section 2
600						
601	The IDLC conversion charge has been added to the unbundled loop rates, instead of being added as a separate line item, for administrative convenience. In the event the Commission orders a new unbundled loop rate, the \$0.16 IDLC conversion charge will be added to the new unbundled loop rates.					
602	The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc., Ameritech Tariff, P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed services. Ameritech Wisconsin reserves its rights to change tariffs filed with state commissions as is necessary from time to time as provided by Applicable Law.					

AT&T WISCONSIN
PERFORMANCE REMEDY PLAN
DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which AT&T WISCONSIN will report performance to CenturyTel Acquisition, LLC d/b/a KMC Telecom III (CLEC) and compare that performance to AT&T WISCONSIN's own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 AT&T WISCONSIN agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – AT&T MIDWEST Performance Measurement User Guide. AT&T WISCONSIN will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. AT&T WISCONSIN further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
 - 1.1 AT&T WISCONSIN will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to AT&T WISCONSIN on or before the last day of the month for which data is sought, AT&T WISCONSIN shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to AT&T WISCONSIN after the last day of the month for which data is sought, AT&T WISCONSIN shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 AT&T WISCONSIN will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (AT&T WISCONSIN retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. AT&T WISCONSIN agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for AT&T WISCONSIN retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the AT&T WISCONSIN retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to AT&T WISCONSIN's retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both AT&T WISCONSIN and/or its affiliate (whichever is better, provided the number of affiliate data points are equal to or exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

AT&T WISCONSIN will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$

$M_{\text{ILEC}} = \text{ILEC Average}$

$M_{\text{CLEC}} = \text{CLEC Average}$

$\sigma_{\text{DIFF}} = \text{SQRT} [\sigma^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$

$\sigma^2_{\text{ILEC}} = \text{Calculated variance for ILEC}$

$n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$

$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$p_{\text{III}} = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{\text{PILEC-PCLEC}} = \text{SQRT} \{ [p(1-p)]/n_{\text{ILEC}} + [p(1-p)]/n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{\text{PILEC-PCLEC}}$$

Where: $n = \text{number of observations}$

$P = \text{Percentage or Proportion}$

For Measurement results that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$

$R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$

$R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$

$\sigma_{\text{DIFF}} = \text{SQRT} \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{ILEC}} - M_{\text{CLEC}}$, $P_{\text{ILEC}} - P_{\text{CLEC}}$, $R_{\text{ILEC}} - R_{\text{CLEC}}$).
- 4.4 For measurements where the performance delivered to the CLEC is compared to **AT&T WISCONSIN** performance and for which the number of data points are 29 or less for either the CLEC or **AT&T WISCONSIN**, **AT&T WISCONSIN** will apply the following alternatives for compliance.

- 4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and AT&T WISCONSIN Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

AT&T WISCONSIN applies the Z-Test as described in section 3.0.

- 4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_s) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_s results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

- 4.5 AT&T WISCONSIN and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

AT&T WISCONSIN agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 AT&T WISCONSIN will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 1.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 1, and are payable to the State Fund designated by the Commission.
- 5.4 AT&T WISCONSIN will not be liable for the payment of Tier 1 damages until 10 days after receipt by AT&T WISCONSIN of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and AT&T WISCONSIN, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by AT&T WISCONSIN of the self-identification form posted on the CLEC OnLine website (<https://clec.AT&T.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first

full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. AT&T WISCONSIN will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and AT&T WISCONSIN have signed.

5.5 AT&T WISCONSIN will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Wisconsin. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), AT&T WISCONSIN will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.

5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://dec.AT&T.com/clec>). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

6.1 AT&T WISCONSIN agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, AT&T WISCONSIN and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. AT&T WISCONSIN and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.

6.2 AT&T WISCONSIN's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. AT&T WISCONSIN and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) AT&T WISCONSIN's payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that AT&T WISCONSIN has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T WISCONSIN's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that AT&T WISCONSIN's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by AT&T WISCONSIN under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where AT&T WISCONSIN seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether AT&T WISCONSIN has met or continues to meet the requirements of section 271 of the Act.

6.3 AT&T WISCONSIN shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.

6.4 Every six months, CLEC may participate with AT&T WISCONSIN, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to

capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

- 6.5 CLEC and AT&T WISCONSIN will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then AT&T WISCONSIN will allow CLEC to have an independent audit conducted, at CLEC's expense, of AT&T WISCONSIN's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, AT&T WISCONSIN shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. AT&T WISCONSIN agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.
- 6.6 AT&T WISCONSIN agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 6720-TI-160. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by AT&T WISCONSIN and approved by the Commission will conduct these audits at AT&T WISCONSIN's expense.
- 6.7 The parties agree that the Performance Remedy Plan will expire December 31, 2006 and therefore will be included in any successor agreements until December 31, 2006 regardless of the term of such successor agreements.

7.0 Exclusions Limited

- 7.1 AT&T WISCONSIN will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless AT&T WISCONSIN prevails in a waiver of liability filed with the Commission seeking expedited resolution. AT&T WISCONSIN bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. AT&T WISCONSIN will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends AT&T WISCONSIN's ability to timely perform an activity subject to performance measurement, the applicable time frame in which AT&T WISCONSIN's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.
- 7.2 In addition to the provisions set forth herein, AT&T WISCONSIN shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with AT&T WISCONSIN or under the Act or Wisconsin law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.

- 7.3 In any event where AT&T WISCONSIN believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with AT&T WISCONSIN or under the Act or Wisconsin law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, AT&T WISCONSIN shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if AT&T WISCONSIN prevails. If AT&T WISCONSIN does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. AT&T WISCONSIN shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. AT&T WISCONSIN will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.
- 7.4 AT&T WISCONSIN and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Wisconsin interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by AT&T WISCONSIN pursuant to any Wisconsin interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by AT&T WISCONSIN, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by AT&T WISCONSIN under all AT&T WISCONSIN interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all AT&T WISCONSIN interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but AT&T WISCONSIN has paid less than that amount due to the monthly threshold, AT&T WISCONSIN shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, AT&T WISCONSIN shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever AT&T WISCONSIN Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then AT&T WISCONSIN may request a hearing before the Commission. Upon timely commencement of this proceeding, AT&T WISCONSIN must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, AT&T WISCONSIN must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. AT&T WISCONSIN's application will be processed in an expedited manner to the extent authorized by Wis. Stat. section 196.199. AT&T WISCONSIN will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If AT&T WISCONSIN reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but AT&T WISCONSIN has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph to the extent authorized by Wis. Stat. section 196.199 to request that AT&T WISCONSIN should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof

to demonstrate why AT&T WISCONSIN should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 AT&T WISCONSIN's Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due AT&T WISCONSIN for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 AT&T WISCONSIN will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, AT&T WISCONSIN or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.
- 8.0 Tier 1 Damages Payable to CLECs:
- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 1 as Remedied when AT&T WISCONSIN delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which AT&T WISCONSIN has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which AT&T WISCONSIN met or exceeded the performance standard. For those measures listed in Appendix 1 as "Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 1 as "Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance AT&T WISCONSIN provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of

payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

- 8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

- 8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require AT&T WISCONSIN to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if AT&T WISCONSIN was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, AT&T WISCONSIN will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.
- 8.7 During this "proof of compliance" period, AT&T WISCONSIN will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when AT&T WISCONSIN provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8 AT&T WISCONSIN is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for AT&T WISCONSIN to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. AT&T WISCONSIN will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.
- 8.9 In the event that performance measurement results need to be restated, AT&T WISCONSIN will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10 If it is determined through restatement of performance results or other means that AT&T WISCONSIN underpaid liquidated damages due a CLEC, or assessments due the State, AT&T WISCONSIN will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All

underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that **AT&T WISCONSIN** overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

- 8.11 **AT&T WISCONSIN** shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes **AT&T WISCONSIN** for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix 1 for three consecutive months, **AT&T WISCONSIN** will, at request of the CLEC, initiate a "gap closure" effort. For a measure to which a floor applies, "gap closure" can be initiated when performance is below the floor for two consecutive months. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting "gap closure" within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table

Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table

Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV \geq 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% \leq IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% \leq IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% \leq IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV \geq 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% \leq IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% \leq IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% \leq IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures

Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures

Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

- 9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 1 as "Remedied" when **AT&T WISCONSIN** and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical

Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 1 as measurements "Subject to per occurrence with a cap", an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 1 as "Subject to a per measurement assessment", an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

- 10.1 If AT&T WISCONSIN fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
- If no reports are filed, \$5,000 per day past due;
 - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If AT&T WISCONSIN alters previously reported data for a CLEC, and after discussions with AT&T WISCONSIN the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."
- 10.3 When AT&T WISCONSIN performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, AT&T WISCONSIN shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if AT&T WISCONSIN performance through March is such that AT&T WISCONSIN owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that AT&T WISCONSIN fails to pay the required amount, AT&T WISCONSIN will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.
- 10.4 AT&T WISCONSIN may not withhold payment of liquidated damages to a CLEC unless AT&T WISCONSIN has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and AT&T WISCONSIN.
- 10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

- 11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until AT&T WISCONSIN reports performance that meets the applicable criterion.

That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.
- Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.
- Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the

applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

12.0 The following document are incorporated herein by reference:

Appendix 1: AT&T MIDWEST Performance Measurement User Guide (a document available from CLEC Account Managers or found on the AT&T WISCONSIN Performance Measurement website)

In the event of any inconsistency between Appendix 1 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

ATTACHMENT A**Minimum Levels of Service:**

The following table represents "Maximum level of service (Ceilings)" and "Minimum level of service (Floors)" for each respective measure/sub-measure. Without regard to parity, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	≥ 97%	< 90%
PM #30	Percent SBC Midwest Caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	≤ 4%	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #41	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	≤ 4%	> 20%
PM #60	Percent SBC Midwest caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #66	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #69	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%