

December 20, 2007

VIA OVERNIGHT DELIVERY

Ms. Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

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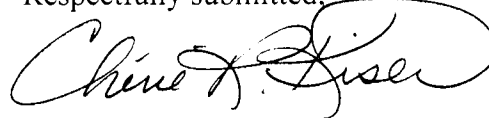
Re: **Docket No. 070736-TP**; Petition of Intrado Communications Inc. for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, Florida Statutes to Establish an Interconnection Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Florida

Dear Ms. Cole:

Intrado Communications Inc. ("Intrado"), by its attorneys, hereby submits an original and two (2) copies of the **CONFIDENTIAL VERSION** and an original and fifteen (15) copies of the **PUBLIC VERSION** of its Petition for Arbitration to establish an interconnection agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Florida for the state of Florida. Under separate cover, Intrado is submitting a claim for confidential treatment in connection with this filing. On November 27, 2007 Intrado also submitted a request to name Chérie R. Kiser and Angela F. Collins as qualified representatives of Intrado pursuant to Rule 28-106.106.

Please date stamp the additional copies of both the **CONFIDENTIAL VERSION** and the **PUBLIC VERSION** of the Petition and return it in the enclosed Federal Express envelope. If you have any questions concerning this filing, please contact the undersigned.

Respectfully submitted,



Chérie R. Kiser

Counsel for Intrado Communications Inc.

Enclosures

cc: Karon Ferguson, AT&T
Annamarie Lemoine, AT&T
Jerry Hendrix, AT&T Florida
Floyd Self, Counsel to Intrado
Rebecca Ballesteros, Intrado

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Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

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Before the
STATE OF FLORIDA
PUBLIC SERVICE COMMISSION

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In the Matter of the Petition
of Intrado Communications Inc. for Arbitration
Pursuant to Section 252(b) of the Communications Act
of 1934, as amended, and Section 364.162, Florida
Statutes, to Establish an Interconnection Agreement with
BellSouth Telecommunications, Inc. d/b/a AT&T Florida

Docket No. 070736-TP

PETITION FOR ARBITRATION

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Its Attorneys

Dated: December 21, 2007

DOCUMENT NUMBER-DATE

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**Before the
STATE OF FLORIDA
PUBLIC SERVICE COMMISSION**

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In the Matter of the Petition
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of Intrado Communications Inc. for Arbitration
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Pursuant to Section 252(b) of the Communications Act
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of 1934, as amended, and Section 364.162, Florida
)
Statutes, to Establish an Interconnection Agreement with
)
BellSouth Telecommunications, Inc. d/b/a AT&T Florida
)

Docket No. _____

PETITION FOR ARBITRATION

Intrado Communications Inc. ("Intrado"), through its attorneys, hereby petitions the Florida Public Service Commission ("Commission") for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T") pursuant to Section 252(b) of the Communications Act of 1934, as amended ("Act")^{1/} and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, Florida Statutes, and Rule 28-106.201, Florida Administrative Code.

PARTIES

1. The complete name and business address of the petitioner in this matter is:

Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

Intrado holds a certificate of authority to provide competitive local exchange services, certificate number TX607, and is a "telecommunications company" as that term is defined by Section

^{1/} 47 U.S.C. § 252(b).

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364.02(14), Florida Statutes. For purposes of the Act, Intrado is a “telecommunications carrier” and a “local exchange carrier.”^{2/}

2. A copy of all pleadings, discovery, orders, and other papers in this matter should be served on Intrado’s representatives, whose respective contact information is as follows:

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3. The respondent in this matter is BellSouth Telecommunications, Inc. d/b/a AT&T Florida:

^{2/} 47 U.S.C. §§ 153(26), (44).

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Tallahassee, FL 32303-1561

AT&T is a “local exchange telecommunications company” as that term is defined by Section 354.02(8), Florida Statutes. AT&T is an “incumbent local exchange carrier” under the terms of the Act.^{3/}

INTRODUCTION AND OVERVIEW

Historically, regulation of telephone companies was premised on the belief that service could be provided at the lowest cost to the maximum number of consumers through a regulated monopoly network. As such, incumbent local exchange carriers (“ILECs”), such as AT&T, were tasked with providing telecommunications services and implementing, operating, and maintaining the 911 network in the United States. The Telecommunications Act of 1996^{4/} fundamentally changed that by requiring the opening of the local exchange access markets to competition. Consistent with the goals of this state and Congress to promote competition in all segments of the communications market generally and reliability and redundancy in the 911

^{3/} 47 U.S.C. § 251(h).

^{4/} Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. §§ 151, *et seq.* (1996)).

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network specifically,^{5/} Intrado now seeks to offer competitive local exchange services in Florida, including a competitive alternative to the ILEC 911 network. To do so, however, Intrado requires interconnection with ILECs such as AT&T to ensure that the customers of each carrier can seamlessly complete or receive calls, including life-saving emergency calls. Indeed, a critical component of providing such services as a facilities-based carrier is a mutually beneficial interconnection agreement with the ILEC. The interconnection agreement is the underpinning of the business relationship between Intrado and AT&T, and is necessary to ensure end users receive seamless service that is of the highest quality.

Intrado seeks to offer local exchange services like any other competitor operating in Florida. This includes service to Public Safety Answering Points (“PSAPs”), competitive local exchange carriers (“CLECs”), wireless providers, and other types of service providers for the necessary inputs to support emergency calls. The 911/E911 services Intrado seeks to offer are not new or novel. Many years ago, the Federal Communications Commission (“FCC”) determined that outages affecting 911 facilities are especially significant because of the risks to public safety, and therefore encouraged the use of diversity in the network to avoid single points of vulnerability within a 911 system.^{6/} PSAPs likewise have been working with non-ILEC service providers since the passage of the Telecommunications Act in 1996 and the FCC’s mandate that wireless carriers provide E911 services to their customers.^{7/} The FCC has recognized for more than two years now that 911/E911 services may be provided by utilizing a

^{5/} See, e.g., Florida Emergency Communications Number E911 State Plan Act, 2007 Fla. Laws, Ch. 2007-78 (establishing 911 fees for the purpose of “establishing and provisioning E911 services, which may include next-generation deployment”).

^{6/} See, e.g., *Amendment of Part 63 of the Commission’s Rules to Provide for Notification by Common Carriers of Service Disruptions*, 10 FCC Rcd 11764, ¶ 7, n.32 (1995).

^{7/} See, e.g., *Revision of the Commission’s Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, 11 FCC Rcd 18676 (1996) (adopting rules governing the provision of E911 service by wireless carriers).

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CLEC like Intrado.^{8/} Through its interconnection agreement with AT&T, Intrado seeks to provide the types of innovative solutions contemplated by the Act and the FCC, and desperately sought by public safety agencies, Voice over Internet Protocol (“VoIP”) service providers, and other communications providers along with other local exchange services. The benefits of Intrado’s local exchange services, including its competitive 911 offering, have already been recognized by other states.^{9/} AT&T, however, appears unwilling or unable to honor its obligations under the Act to reach a mutually beneficial co-carrier relationship for interconnection of AT&T’s and Intrado’s networks to enable Intrado to provide its competitive services to Florida consumers, including public safety agencies. Intrado is poised to offer a competitive local exchange product in Florida in addition to an alternative, IP-based technology that will “enable the public safety community to focus on future needs rather than requiring more from legacy systems, offer more redundancy and flexibility, and contribute greatly to improving compatibility between public safety systems that operate using different proprietary standards.”^{10/} Accordingly, Intrado is eager to reach agreement with AT&T so that Intrado can begin offering its services to PSAPs and other end users in Florida.

^{8/} *E911 Requirements for IP-Enabled Service Providers*, 20 FCC Rcd 10245, ¶ 38 (2005) (“*VoIP E911 Order*”).

^{9/} *See, e.g., Case No. 04-0102-T-GI, Frontier Communications of West Virginia, et al. General Investigation into the Provision of Data Base Management Services and into Who Pays the Costs of Such Services*, Commission Order (W.Va. P.S.C. Nov. 20, 2007) (recognizing “competitive entry by other providers of E911 services” will “provide more purchasing options to PSAPs”).

^{10/} *Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks*, 22 FCC Rcd 10541, ¶¶ 74-75, 80-82 (2007).

DECLASSIFIED BACKGROUND

Intrado has authority to operate as a competitive local exchange telecommunications provider in Florida^{11/} and maintains a point of presence in Miami, Florida. Intrado and its affiliates also hold authority to provide competitive local telecommunications services in thirty-seven other states and have entered into two other interconnection agreements with AT&T affiliates in Illinois and California, as well agreements with Qwest. Intrado Inc., the parent company of Intrado, was founded in 1979. The companies combined are the nation's leading providers of sophisticated solutions that identify, manage, and deliver mission critical information for telecommunications providers and public safety organizations. Intrado provides local exchange services as well as telecommunications services that facilitate, enhance, and advance the provision of emergency services throughout the United States to end users such as public safety agencies or governmental 911 authorities, VoIP service providers, and other wireline, wireless, and telematics (*e.g.*, On Star) service providers.

Intrado's 911/E911 service offering provides routing, transmission, and transport of traditional and non-traditional emergency call traffic to the appropriate PSAP. In addition, by aggregating emergency call traffic, Intrado's services reduce the number of facilities that must interconnect with ILEC Selective Routers, resulting in a more efficient use of the telecommunications network. In geographic areas where Intrado serves as the primary service provider of 911 and E911 services, the ILEC need only coordinate and interconnect with Intrado, reducing the ILEC's administrative responsibilities because the ILEC will not be required to

^{11/} Docket No. 011049, *Application for Approval of Transfer of and Name Change on ALEC Certificate No. 7736 from SCC Communications Corp. to Intrado Communications Inc.*, Notice of Proposed Agency Action Order Approving Transfer of and Name Change on Alternative Local Exchange Telecommunications Certificate (Fla. P.S.C. Oct. 4, 2001) (approving transfer of ALEC Certificate No. 7736 to Intrado); *see also* Docket No. 011049, *Application for Approval of Transfer of and Name Change on ALEC Certificate No. 7736 from SCC Communications Corp. to Intrado Communications Inc.*, Consummating Order (Fla. P.S.C. Nov. 2, 2001) (finalizing the Oct. 4, 2001 order).

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coordinate and interconnect with other carriers to handle their 911/E911 calls. In addition, Intrado offers its end users and the interconnecting ILEC assurance that emergency call traffic will be passed to the ILEC's network through redundant, self-healing facilities provided by Intrado.^{12/}

Not only will Intrado provide efficient and reliable transport of emergency call traffic, but Intrado also offers state-of-the-art database management services. These database management services provide enhanced Automatic Number Identification ("ANI") and Automatic Location Identification ("ALI") services to end users of wireline, wireless, VoIP, and telematics service providers. Such advanced services allow PSAPs to provide quicker and more accurate emergency services, saving innumerable lives. Intrado can provide an enhanced E911 product for users of emergency services and providers of emergency response systems.

In order to provide local exchange services, which includes the aggregation, transport, and database management services essential for access to emergency services, Intrado must interconnect its network with the ILECs that have connections with and provide services to PSAPs and other end users. Thus, pursuant to the Act and Florida law, Intrado seeks to interconnect its network with AT&T's network. Intrado is eager to reach agreement with AT&T so that Intrado can begin offering its services to further benefit Florida consumers and public safety agencies.

^{12/} As the primary 911 and E911 provider, Intrado routes, transmits, and transports 911 and emergency call traffic from end users of wireline, wireless, VoIP, and telematics service providers to the appropriate PSAP. The PSAP may be Intrado's end user or it may be AT&T's or another third-party carrier's end user. The method of transmission of the 911 and emergency call traffic to Intrado's network is transparent to the PSAP. All necessary conversion functions and special applications necessary to transport calls and information from wireless and telematics end users calling 911 or requesting emergency assistance are made within Intrado's network. The PSAP that receives a 911 call from a wireless, telematics, or VoIP service provider end user will be able to process such calls in a manner no different than currently used to process such 911 calls.

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The Act requires AT&T, as an ILEC, to negotiate in good faith the terms and conditions of interconnection agreements to fulfill its obligations under the Act.^{13/} To date, the Parties have been unable to reach a comprehensive negotiated agreement as contemplated by Section 252 of the Act. Once a CLEC submits a request for interconnection, Section 252(b) permits either party to the negotiation to petition a state commission to “arbitrate any open issues” unresolved by voluntary negotiations.^{14/} Florida law provides for similar interconnection and unbundling negotiations and, if unresolved, a party may petition this Commission “to establish nondiscriminatory rates, terms and conditions.”^{15/} As Intrado and AT&T have not reached a voluntary negotiated agreement, Intrado hereby files this Petition.

In accordance with Section 252(b)(2) of the Act and applicable Florida statutes and rules, Intrado provides “all relevant documentation concerning - (i) the unresolved issues; (ii) the position of each of the parties with respect to those issues; and (iii) any other issue discussed and resolved by the parties.”^{16/} All relevant documents are affixed as Attachments 1 through 24.

Intrado provides these documents pursuant to a claim for confidential treatment pursuant to Rule 25-22.006 of the Florida Administrative Code. During the course of the Parties’ negotiations, the Parties signed a non-disclosure agreement regarding the exchange of

^{13/} 47 U.S.C. § 251(c)(1).

^{14/} 47 U.S.C. § 252(b)(1). Pursuant to that provision, either party may petition the State commission for arbitration during the period from the 135th day to the 160th day (inclusive) after the date on which the incumbent carrier received the request for negotiation. Pursuant to mutual agreement of the Parties, the 160th day is December 29, 2007. *See* Letter from Karon Ferguson, AT&T, to Thomas Hicks (Oct. 23, 2007) (Attachment 2).

^{15/} FLA. STAT. ANN. § 364.162(1). An ILEC’s obligation to interconnect and unbundle includes all of its network features, functions, and capabilities, including access to signaling databases, systems and routing processes, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible.

^{16/} 47 U.S.C. § 252(b)(2)(A); FLA. STAT. ANN. §§ 120.80(13), 120.57(1), 364.162.

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information during the negotiation process^{17/} and AT&T has provided all information via email, which contains a standard claim that all communications from AT&T are confidential, including AT&T's proposed language for inclusion in the Parties' agreement. Such information is generally subject to review by regulators and legal authorities in interconnection arbitration proceedings and disclosure of such information is a requirement under Section 252(b)(2) of the Act and Florida law.^{18/} The 251/252 NDA signed by the Parties also contemplates that such information may be provided to state regulators in connection with a Section 252 petition subject to proper notice and proper protection.^{19/}

The remainder of the Petition will detail the unresolved issues identified by the Parties during negotiations, and Intrado's and AT&T's positions on each issue.^{20/} A summary of each Party's position is also included in the Matrix in Attachment 2 to the Petition. With the Commission's assistance, Intrado hopes to secure prompt resolution of the outstanding issues set forth herein.

RESOLVED ISSUES

The Parties have been unable to reach agreement on any issue.

^{17/} Information Exchange Agreement by and between AT&T-22STATE and Intrado Communications Inc. ("251/252 NDA") (Attachment 4). The Parties also signed a non-disclosure agreement covering the negotiation of a commercial agreement, but that non-disclosure agreement does not apply to the Parties' Section 251/252 negotiations as discussed herein. See Information Exchange Agreement by and between AT&T-22STATE and Intrado Communications Inc. ("Commercial Mutual NDA") (Attachment 5).

^{18/} 47 U.S.C. § 252(b)(2)(A); FLA. STAT. ANN. §§ 120.80(13), 120.57(1), 364.162. The FCC has determined that demanding another party to sign a non-disclosure agreement that precludes such party from providing information in support of a request for arbitration under Section 252 is a violation of the duty to negotiate in good faith. 47 C.F.R. § 51.301(c)(1).

^{19/} 251/252 NDA at 1 (Attachment 4). Intrado provided such notice to AT&T on December 18, 2007. See Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Dec. 18, 2007) (Attachment 22).

^{20/} 47 U.S.C. § 252(b)(2).

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UNRESOLVED ISSUES LIST

The issues that remain open and require resolution generally fall into the following categories:

- I. INTRADO IS ENTITLED TO SECTION 251(C) INTERCONNECTION AND SECTION 252 ARBITRATION**
- II. INTRADO IS ENTITLED TO A SINGLE AGREEMENT COVERING AT&T'S 22-STATE OPERATING TERRITORY**
- III. PHYSICAL ARCHITECTURE**
 - A. Local Interconnection Arrangements (Appendix ITR, Sections 1.3, 2.6, 4.2, 5.6; Appendix Out of Exchange, Section 1.1)
 - B. Interconnection of AT&T Network to Intrado Network, Point of Interconnection, and Mid-Span Meet (Appendix NIM, Sections 2.2, 2.3, 2.4, 2.5, 2.6, 3.3; General Terms and Conditions, Whereas Clause, Section 1.1.116)
 - C. Inter-Selective Router Trunking (Appendix ITR, Sections 5.2.1, 5.2.2, 5.6; Appendix 911, Section 7.6; Appendix Out of Exchange, Section 1.1)
 - D. Forecasting, Servicing, and Ordering (Appendix ITR, Sections 6.1, 8.2.1, 8.6.1)
 - E. Establishment of Interconnection Architecture (Appendix NIM, Sections 1.26, 2.1, 3.4.1, 4.1, 4.2, 4.3)
- IV. 911 AND E911 SERVICE AND RELATED SERVICES**
 - A. 911/E911 Call Routing (Appendix 911, Sections 3.2, 4.2)
 - B. Basic 911 and E911 Databases (Appendix 911, Sections 3.4, 4.3)
 - C. 911 and E911-Related Definitions (Appendix 911, Sections 2.1, 2.2, 2.3, 2.5, 2.7, 2.8, 2.9, 2.12, 2.13, 2.14, 2.15, 2.17, 2.18, 2.19, 2.20)
 - D. Each Party's Rights and Obligations for Certain 911 and E911 Services (Appendix 911, Sections 1, 3.1, 4.1, 5.1, 5.2, 5.3, 6.1, 7, 8.1, 9; General Terms and Conditions, Section 44.6.1)
 - E. 911/E911 Surcharges (Appendix 911, Section 5.2)

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- F. Appropriate Placement for Provisions Regarding 911 Trunking and 911 Interconnection (Appendix 911, Sections 3.3, old 4.2, old 5.1; Appendix NIM, Section old 2.6)

V. INTERCARRIER COMPENSATION

- A. Compensation for 911/E911 Service Calls (Appendix Intercarrier Compensation, Sections 1.1, 6.1)
- B. Traffic Eligible for Compensation (Appendix Intercarrier Compensation, Sections 1.2, 4.1, 5.1, 16.1, 16.2; General Terms and Conditions, Sections 1.1.84, 1.1.122; Appendix ITR, Sections 2.5, 2.13, 2.14, 12.1, 12.2)
- C. Reciprocal Obligations and Rights (Appendix Intercarrier Compensation, Sections 3.5, 3.9, 12.1, 17.4)
- D. Intervening Law and Reservation of Rights (Appendix Intercarrier Compensation, Sections 4.2, 15.1)
- E. Rebuttable Presumption and FX Traffic Tracking (Appendix Intercarrier Compensation, Sections 5.4, 6.2.6.4)

VI. LEGAL AND FINANCIAL OBLIGATIONS

- A. Non-Voluntary Provisions (General Terms and Conditions, Section 2.10)
- B. Term and Termination and Timing for Renegotiation (General Terms and Conditions, Sections 7.2, 7.6)
- C. Audits and Expenses (General Terms and Conditions, Sections 13, 39.2)
- D. Intrado's Initiation of Service (General Terms and Conditions, Section 4.1)
- E. Assignment and Related Charges (General Terms and Conditions, Sections 6.1.2, 6.3.2)
- F. Limitation of Liability and Indemnification (General Terms and Conditions, Sections 8.1, 15.1, 15.7, 16.4.2)
- G. Billing and Payment (General Terms and Conditions, Sections 10.1.5, 10.2, 10.3, 10.5, 10.6.3, 11.2, 11.3)
- H. Carrier Change Orders and Customer Inquiries (General Terms and Conditions, Sections 26.1.1, 38.4)

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- I. Performance Measures (General Terms and Conditions, Section 17.1; Appendix Performance Measures)

VII. PRICING (Appendix Pricing; Appendix Intercarrier Compensation, Section 14.4)

VIII. DEFINITIONS

- A. Definition of “Central Office Switch” and “Tandem Office Switch” (General Terms and Conditions, Section 1.1.42; Appendix ITR, Sections 2.1, 2.10; Appendix NIM, Section 2.1)
- B. Definition of “End User” (General Terms and Conditions, Section 1.1.61)
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IX. MISCELLANEOUS

- A. Unbundled Network Elements (Appendix Lawful UNEs, Section 2.10)
- B. Physical Collocation (Appendix Physical Collocation, Section 2.22)
- C. Inclusion of Appendices (General Terms and Conditions, Section 44)
- D. Services AT&T Is Required to Provide (General Terms and Conditions, Section 2.14)
- E. Capitalization and Consistency of Definitions (All Appendices, Various Sections)

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FACTUAL BACKGROUND

On May 18, 2007, Intrado made a request in writing to AT&T for negotiation of an interconnection agreement for all states in AT&T's 22-state territory, including the state of Florida.^{21/} During June 2007, representatives of Intrado and AT&T discussed Intrado's negotiation request and Intrado's proposed service offerings. On June 21, 2007, AT&T asked Intrado for information regarding the details of Intrado's interconnection requirements.^{22/} In response, Intrado indicated that it sought interconnection between Intrado's network and AT&T's network,^{23/} and provided AT&T with detailed information regarding its planned service offerings.^{24/}

On July 10, 2007 (a resend of May 30, 2007 correspondence), AT&T sent a letter to Intrado providing Intrado with the contact information for its negotiator and asking Intrado to provide prior to receiving AT&T's template interconnection agreement (1) copies of its Secretary of State registration in all states, (2) documentation from Telcordia of its Interexchange Access Customer code (also known as ACNA), (3) documentation from the National Exchange Carrier Association of its Operating Company Numbers ("OCNs"), (4) completed non-disclosure agreements, and (5) a completed credit application.^{25/} On July 27, 2007, Intrado provided its signed non-disclosure agreements to AT&T.^{26/}

^{21/} Letter from Thomas Hicks, Intrado, to AT&T Contract Management (May 18, 2007) (Attachment 6).

^{22/} Email correspondence from Michael Cansler, AT&T, to Thomas Hicks, Intrado (June 21, 2007) (Attachment 7).

^{23/} Email correspondence from Thomas Hicks, Intrado, to Michael Cansler, AT&T (June 26, 2007) (Attachment 7).

^{24/} Email correspondence from Thomas Hicks, Intrado, to Michael Cansler, AT&T (July 17, 2007) (Attachment 8).

^{25/} Letter from Eddie Reed, AT&T, to Colleen Lockett, Intrado and accompanying attachments (July 10, 2007) (Attachment 9).

^{26/} Facsimile correspondence from Intrado to Eddie Reed, AT&T and accompanying attachments (July 27, 2007) (Attachment 10).

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On August 2, 2007, AT&T forwarded its 13-state template agreement and indicated that the 22-state template was due to be finalized some time in September 2007.^{27/} After further inquiries by Intrado in late August 2007 regarding the status of the 22-state agreement, AT&T provided Intrado with its 9-state template agreement on August 30, 2007^{28/} and indicated that the 22-state template agreement was expected to be available October 1, 2007.^{29/}

In late August, Intrado made several attempts to schedule conference calls with AT&T to introduce the relevant negotiating team members and discuss Intrado's network interconnection needs prior to providing a mark-up of the template agreements. Before scheduling a call, however, AT&T requested "additional information" from Intrado, which Intrado provided on August 27, 2007, including a detailed overview of its services, interconnection requirements, and its network architecture.^{30/} AT&T indicated that it was reviewing the information and would schedule a call as soon as possible.^{31/}

After several follow-up phone calls, voicemail messages, and emails, AT&T finally responded on September 19, 2007 with a letter asking Intrado several additional questions and indicating that a call would not be scheduled until Intrado responded in writing to the letter ("AT&T September 19 Letter").^{32/} The AT&T September 19 Letter asked Intrado to confirm

^{27/} Email correspondence from Karla Minnick, AT&T, to Colleen Lockett, Intrado (Aug. 2, 2007), *attaching* AT&T 13-state template agreement ("AT&T 13-State Agreement") (Attachment 11).

^{28/} Email correspondence from Karon Ferguson, AT&T, to Colleen Lockett, Intrado (Aug. 30, 2007), *attaching* AT&T 9-state template agreement ("AT&T 9-State Agreement") (Attachment 12).

^{29/} Email correspondence from Colleen Lockett, Intrado, to Rebecca Ballesteros, Thomas Hicks, and Cindy Clugy, Intrado (Aug. 30, 2007) (Attachment 13).

^{30/} Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Aug. 27, 2007), *attaching* Intrado network diagram (Attachment 14).

^{31/} Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Aug. 28, 2007) (Attachment 14).

^{32/} Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 19, 2007), *attaching* AT&T September 19 Letter (Attachment 15).

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that it planned to provide exchange services or exchange access services and that it was requesting negotiations with AT&T for the purpose of providing those services.^{33/}

On September 23, 2007, Intrado responded to the AT&T September 19 Letter by informing AT&T that two states had determined Intrado's services were exchange services eligible for interconnection under the Act (and attaching those decisions), and again requested that the Parties schedule a conference call.^{34/} AT&T, however, replied that it was unavailable for a conference call despite Intrado's indication that it would make its personnel available any day at any time.^{35/} After numerous attempts by Intrado to schedule the Parties' first discussion, AT&T agreed to hold a conference call on October 8, 2007.^{36/}

Prior to the October 8 call, AT&T asked Intrado for additional information regarding Intrado's proposed service offerings and asked Intrado to "be prepared to give AT&T a direct answer" to the question of whether Intrado was seeking interconnection with AT&T for the transmission and routing of telephone exchange service or exchange access.^{37/} Intrado promptly responded to AT&T's further inquiry explaining that Intrado's services are telecommunications services and that Intrado provides telephone exchange service or exchange access.^{38/} During the October 8 call Intrado further explained the services it would be offering, its interconnection

^{33/} Letter from Eddie Reed, AT&T, to Thomas Hicks, Intrado (Sept. 19, 2007) (Attachment 16).

^{34/} Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Sept. 23, 2007), *attaching* Letter from Thomas Hicks, Intrado, to Eddie Reed, AT&T (Sept. 23, 2007) and arbitration awards from Illinois and California (Attachment 17).

^{35/} Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 24, 2007); Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Sept. 25, 2007); Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 25, 2007) (collectively, Attachment 18).

^{36/} Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 27, 2007); Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Sept. 27, 2007) (collectively, Attachment 18).

^{37/} Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Oct. 4, 2007), *attaching* Letter from Eddie Reed, AT&T, to Thomas Hicks, Intrado (Oct. 4, 2007) (Attachment 19).

^{38/} Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Oct. 8, 2007) (Attachment 20).

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requirements, and how its services fit within the purview of Section 251(c). AT&T indicated during the call that the 22-state template would not be ready for a few months.

As discussed on the October 8 conference call, Intrado provided a mark-up of three portions of the AT&T 9-State Agreement on October 11, 2007 (“Intrado October 11 Draft”) to keep the negotiation process moving forward.^{39/} Intrado then began its review of the AT&T 13-State Agreement and realized that it would be a more workable agreement for the interconnection sought by Intrado than the AT&T 9-State Agreement. Intrado proceeded to revise the AT&T 13-State Agreement providing both substantive revisions and modifying the agreement to apply to AT&T’s entire 22-state operating region given that AT&T still had not provided Intrado with a comprehensive 22-state template agreement. As Intrado had explained on the October 8 conference call, Intrado’s services would be deployed throughout the 22-state AT&T operating territory and consistent terms and conditions were needed throughout the 22-state region. Intrado provided a mark-up of the AT&T 13-State Agreement to apply in the AT&T 22-state operating territory on December 18, 2007, and indicated its willingness to move forward with negotiations.^{40/} In the meantime, on December 13, 2007, AT&T provided Intrado with its “response” to the Intrado October 11 Draft, rejecting nearly every proposed change made by Intrado without comment (“AT&T December 13 Draft”).^{41/} When it transmitted its “response” to the Intrado October 11 Draft, AT&T gave no indication of whether it was willing to discuss Intrado’s proposals or have any additional conference calls with Intrado.

^{39/} Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Oct. 11, 2007), *attaching* Intrado October 11 Draft (Attachment 21).

^{40/} Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Dec. 18, 2007), *attaching* Intrado Proposed Interconnection Agreement (Attachment 22).

^{41/} Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Dec. 13, 2007), *attaching* AT&T December 13 Draft (Attachment 23).

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In late October 2007, the Parties discussed extending the arbitration window associated with Intrado's request for interconnection. AT&T initially prepared an extension letter that covered only the 9-state region, but when that error was pointed out by Intrado, AT&T acknowledged its mistake and modified the extension letter to include all 22 states in AT&T's operating territory.^{42/} The Parties agreed to extend the arbitration window for all 22 states to December 29, 2007, which is the relevant date for this Petition.^{43/}

Given AT&T's apparent unwillingness to negotiate in good faith with Intrado and its simple rejection of Intrado's proposed language without additional comment,^{44/} numerous issues between the Parties remain unresolved. Regrettably, resolution of the outstanding issues does not appear possible at this stage without Commission intervention. Thus, Intrado respectfully requests that the Commission initiate an arbitration proceeding to review and resolve the outstanding issues between the Parties according to the standards outlined by the Act, Florida law, and consistent with Intrado's stated positions and its proposed language as set forth in Attachment 1 ("Intrado Proposed Interconnection Agreement").^{45/}

^{42/} Email correspondence from Karon Ferguson, AT&T, to Rebecca Ballesteros, Intrado (Oct. 23, 2007), *attaching* draft extension letter; Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Oct. 23, 2007); Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Oct. 23, 2007) (collectively, Attachment 24).

^{43/} Letter from Karon Ferguson, AT&T, to Thomas Hicks (Oct. 23, 2007) (Attachment 3).

^{44/} Under the Act and FCC regulations, both Intrado and AT&T are required to negotiate in good faith to reach the terms of an interconnection agreement. 47 U.S.C. § 251(c)(1); 47 C.F.R. § 51.301. AT&T's outright refusal to negotiate with Intrado could be viewed as a violation of AT&T's duty to negotiate in good faith. Indeed, the FCC has determined that "[i]ntentionally obstructing or delaying negotiations" and "[c]onditioning negotiation on a requesting telecommunications carrier first obtaining state certifications" are "actions or practices . . . [that] violate the duty to negotiate in good faith." 47 U.S.C. § 51.301(c)(4), (6).

^{45/} Section 252(b)(2)(A)(i) of the Act and Rule 28-106.201, F.A.C., requires that all unresolved issues be identified by the petitioner. Attachment 1 reflects Intrado's most recent mark-up of AT&T's template interconnection agreement as provided to AT&T on December 18, 2007. Because AT&T has not provided pricing information to Intrado for each state as it is required to do, Intrado is unable to submit pricing information with the Intrado Proposed Interconnection Agreement. The missing pricing information has been identified as an issue herein.

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UNRESOLVED ISSUES

I. INTRADO IS ENTITLED TO SECTION 251(C) INTERCONNECTION AND SECTION 252 ARBITRATION

Intrado is certified by this Commission (and numerous other state commissions) to offer competitive local exchange services.^{46/} Standing alone, this certificate of authority is sufficient statutory basis to require AT&T to negotiate and interconnect with Intrado. Notwithstanding that fact, AT&T appears to question Intrado's right to interconnection under Section 251(c) of the Act based on AT&T's belief that the services provided by Intrado are not telephone exchange service or exchange access service. AT&T is wrong under both federal and Florida law.

Intrado is a telecommunications carrier offering telephone exchange, exchange access, and telecommunications service as those terms are defined in the Act and by the FCC's rules. In 2000, similar claims were raised by AT&T (then SBC) in response to Intrado's (then known as SCC Communications) request for interconnection in California and Illinois. Both the California Public Utilities Commission and the Illinois Commerce Commission rejected AT&T's attempts to block competition with such claims and found Intrado was entitled to interconnection under Section 251(c) and arbitration under Section 252 because it was acting as a telecommunications carrier and provided telephone exchange service, exchange access, and telecommunications services.^{47/} The Commission should make a similar finding here.

^{46/} Docket No. 011049, *Application for Approval of Transfer of and Name Change on ALEC Certificate No. 7736 from SCC Communications Corp. to Intrado Communications Inc.*, Notice of Proposed Agency Action Order Approving Transfer of and Name Change on Alternative Local Exchange Telecommunications Certificate (Fla. P.S.C. Oct. 4, 2001) (approving transfer of ALEC Certificate No. 7736 to Intrado); *see also* Docket No. 011049, *Application for Approval of Transfer of and Name Change on ALEC Certificate No. 7736 from SCC Communications Corp. to Intrado Communications Inc.*, Consummating Order (Fla. P.S.C. Nov. 2, 2001) (finalizing the Oct. 4, 2001 order).

^{47/} *See generally* Docket No. 00-0769, *Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.*, Arbitration Decision (I.C.C. Mar. 21, 2001) ("Illinois Order"); Decision No. 01-09-048, *Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection*

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Similarly, Section 364.161(1) requires that “each local exchange telecommunications company [ILEC] shall unbundle all of its network features, functions, and capabilities, including access to signaling databases, systems and routing processes, and offer them to any other telecommunications provider requesting such features, function or capabilities.”^{48/} This obligation to negotiate and interconnect is absolute.

A. Intrado is a Telecommunications Carrier Offering Telephone Exchange Service, Exchange Access, and Telecommunications Services

Issue Presented

Whether AT&T may deny Intrado its rights under Sections 251(c) and 252 of the Act or Florida law by claiming that Intrado does not offer telephone exchange service or exchange access.

Intrado Position

Section 251(c) of the Act requires an ILEC, such as AT&T, to provide interconnection with a requesting telecommunications carrier^{49/} “for the transmission and routing of telephone exchange service and exchange access.”^{50/} Intrado offers telecommunications because it provides local exchange services to end user customers in Florida. Intrado also offers telecommunications because it accepts, routes, transmits, transports, and/or aggregates 911 calls

Agreement with SBC Communications Inc., Opinion Affirming Final Arbitrator’s Report and Approving Interconnection Agreement (C.P.U.C. Sept. 20, 2001) (“California Order”).

^{48/} FLA. STAT. ANN. § 364.161(1).

^{49/} 47 U.S.C. § 153(44) (defining “telecommunications carrier” to mean “any provider of telecommunications services”); *see also* 47 U.S.C. § 153(46) (defining “telecommunications service” as the “offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used”). Telecommunications is “the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.” 47 U.S.C. § 153(43).

^{50/} 47 U.S.C. § 251(c)(2)(A).

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from its end user customers, and routes those calls to the appropriate PSAP^{51/} “without change in the form or content of the information as sent or received.”^{52/} Intrado uses a call management system to perform the selective routing of an emergency call to the appropriate PSAP, and the FCC has determined that selective routing is a telecommunications service.^{53/} Intrado’s end user customers include wholesale and retail customers calling other customers on or connected to the public switched telephone network (“PSTN”), including 911 calls, and PSAPs that need to receive 911 calls. In this respect, Intrado will be providing a more robust network and complement of services than most competitive providers offer today.

Intrado’s services also fit within the definition of “basic local telecommunications service” as defined by Florida law because Intrado provides access to emergency services such as 911.^{54/} Moreover, under Section 364.02(13), the term “‘Service’ is construed in its broadest and most inclusive sense.”^{55/} An ILEC’s obligation under Section 364.161(1) to unbundle “all of its network features, functions, and capabilities” is without limitation except “to the extent technically and economically feasible,” neither of which is at issue with respect to Intrado’s request for interconnection with AT&T.^{56/}

^{51/} In many instances, the PSAP will also be Intrado’s customer or end user. The fact that only a subset of the “public” would purchase Intrado’s services (such as PSAPs, local exchange carriers, businesses operating a private branch exchange (“PBX”), VoIP service providers, etc.) does not mean the service is not being offered to the public. *NARUC v. FCC*, 525 F.2d 630, 641 (D.C. Cir. 1975) (holding that a service provider “may be a common carrier though the nature of the service rendered is sufficiently specialized as to be of possible use to only a fraction of the total population”); *see also Illinois Order* at 8 (noting that in the Intrado system “a 911 call is routed to a PSAP, which is a subsection of the general public, and whose duty it is to serve the general public at large”).

^{52/} *Cf.* 47 U.S.C. § 153(43) (defining “telecommunications”). Moreover, Intrado’s services are offered for a fee directly to the public, meaning Intrado offers a telecommunications service as defined in the federal statute.

^{53/} *Bell Operating Companies Petition for Forbearance from the Application of Section 272 of the Communications Act of 1934, as Amended, to Certain Activities*, 13 FCC Rcd 2627, ¶ 18 (1998).

^{54/} FLA. STAT. ANN. § 364.02(1).

^{55/} FLA. STAT. ANN. § 364.02(13).

^{56/} FLA. STAT. ANN. § 364.161(1).

Similarly, Intrado offers telephone exchange service and exchange access service as those terms are defined in the Act.^{57/} The FCC has found that “comparable” services do not need to be “‘market substitutes’ for two-way switched voice service.”^{58/} Rather, the “key component” of telephone exchange service is “‘intercommunication’ among subscribers within a local exchange area.”^{59/} Intrado offers “intercommunication among subscribers within a local exchange area” by connecting calls placed by persons in a local exchange area to a relevant PSAP, allowing callers to both communicate to and receive communication from PSAP personnel.^{60/} The call between a caller and the PSAP is unquestionably two-way voice communication” because the PSAP can communicate with the caller and vice versa, and one PSAP can communicate and transfer emergency calls to other PSAPs using Intrado’s services. Indeed, Intrado provides a greater degree of intercommunication than is available in fax communications, which the FCC has declared to be telephone exchange service.^{61/}

While Intrado may not be the originating caller’s local exchange carrier, the services Intrado provides enable that caller to talk with the PSAP and other emergency personnel.

^{57/} A service is a “telephone exchange service” if it (A) “furnish[es] . . . subscribers intercommunicating service of the character ordinarily furnished by a single exchange” or (B) “comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.” 47 U.S.C. § 153(47). “Exchange access” is defined as “the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.” 47 U.S.C. § 153(16).

^{58/} *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 385, ¶¶ 30-31 (1999) (“*Advanced Telecommunications Order*”).

^{59/} *Advanced Telecommunications Order* ¶¶ 30-31.

^{60/} *California Order* at 14 (“SCC does provide intercommunication among subscribers, within the meaning of Section 153(47), because by transporting the 9-1-1 call to the appropriate PSAP, SCC enables an end user to talk to someone at the PSAP and vice versa.”); *Illinois Order* at 6 (“SCC also provides service within an exchange, or within a connected system of telephones (sic) exchanges, through a system of switches, transmission and equipment, by which, a subscriber can originate and terminate an emergency or 9-1-1 call. SCC therefore falls within the definition of telephone exchange service found in 47 U.S.C. § 153(47).”).

^{61/} *Advanced Telecommunications Order* ¶ 21.

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Telecommunications carriers, such as Intrado, are not required to provide services directly to retail end users in order to qualify for Section 251(c) interconnection rights. The FCC has repeatedly held that the term “telecommunications services” is not limited to retail services and specifically includes services offered to other carriers and service providers.^{62/} PSAPs, however, are retail end users that historically have purchased services from ILECs pursuant to ILEC retail tariffs.^{63/}

Providers like Intrado are eligible for interconnection under Section 251(c) of the Act and Florida law. The FCC has specifically approved of Intrado’s intention to provide interconnection for E911: “Intrado has indicated that it is prepared to operate as a competitive LEC in a number of states to provide indirect interconnection to interconnected VoIP providers [for provision of E911 services].”^{64/} And other state commissions have recognized that Intrado’s interconnection relationships are in the public interest: “Moreover, the public interest requires that [Intrado] be subject to common carrier regulation. [Intrado] provides 9-1-1 and emergency services. It is of the utmost importance that the continuance and quality of a 9-1-1 call be preserved and enhanced.”^{65/}

Section 364.15 also authorizes this Commission to require additions or extensions to any telecommunications facility “in order to promote the security or convenience of the public or

^{62/} *Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to provide Wholesale Telecommunications Services to VoIP Providers*, 22 FCC Rcd 3513, ¶ 11 (2007) (“It is clear under the Commission’s precedent that the definition of ‘telecommunications services’ is not limited to retail services”); *Federal-State Board on Universal Service*, 12 FCC Rcd 8776, ¶ 785 (1997) (“Common carrier services include services offered to other carriers, such as exchange access service, which is offered on a common carrier basis, but is offered primarily to other carriers.”).

^{63/} *VoIP E911 Order* ¶ 14, n.35.

^{64/} *VoIP E911 Order* ¶ 38.

^{65/} *Illinois Order* at 8.

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employees or in order to secure adequate service or facilities for telecommunications services.”^{66/}

Section 364.16(1) also authorizes this Commission to require such connections “between any two or more local exchange companies, whose lines form a continuous line of communication or could be made to do so by the construction and maintenance of suitable connections at common points.”^{67/} Further, Section 364.16(3) requires each ILEC to “provide access to, and interconnection with, its telecommunications facilities to any other provider or local exchange telecommunications services requesting such access.”^{68/} Section 364.161 is equally broad in requiring the unbundling of all network features, functions, and capabilities. The types of interconnection and unbundling described further below that are necessary for Intrado’s provision of competitive 911 services unquestionably fall within the reach of the ILEC obligations defined by Florida law, and which are subject to petitions for relief under Section 364.162(1). Thus, this Commission has sufficient and complete independent jurisdiction under Florida law to resolve Intrado’s petition.

AT&T Position

AT&T’s position is unclear. It has provided template interconnection agreements to Intrado, but has suggested through its correspondence that Intrado is not entitled to interconnection under Section 251(c) of the Act because the services provided by Intrado are not telephone exchange service or exchange access. AT&T has not addressed with Intrado its obligations to negotiate, interconnect, or unbundle under federal or Florida law.

^{66/} FLA. STAT. ANN. § 364.15.

^{67/} FLA. STAT. ANN. § 364.16(1).

^{68/} FLA. STAT. ANN. § 364.16(3).

II. INTRADO IS ENTITLED TO A SINGLE AGREEMENT COVERING AT&T'S 22-STATE OPERATING TERRITORY (ALL APPENDICES)

Issue Presented

Whether Intrado is entitled to utilize a single, comprehensive interconnection agreement covering the entire AT&T 22-state operating region as contemplated by the AT&T/BellSouth merger.

Intrado Position

As part of its approval of the merger between AT&T and BellSouth, the FCC adopted a merger condition requiring the merged entity (now known as AT&T) to make available interconnection agreements across its 22-state territory.^{69/} Specifically, the merger commitment states that:

The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated, that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made.^{70/}

The purpose of this condition is to reduce the transaction costs associated with negotiating interconnection agreements, and to diminish AT&T's incentives to discriminate against

^{69/} *AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum Opinion and Order, 22 FCC Rcd 5662 (2007) ("AT&T/BellSouth Merger Order").

^{70/} *AT&T/BellSouth Merger Order*, Appendix F.

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competitors through the terms of access offered or by raising competitors' costs.^{71/} By allowing the portability of interconnection agreements throughout the AT&T/BellSouth territory, the condition contemplates that a single interconnection agreement could be used in each state of AT&T's 22-state operating territory (subject to technical feasibility and state-specific pricing and performance plans).

AT&T is therefore required to allow Intrado to utilize the AT&T 13-State Agreement on a 22-state basis. Requiring Intrado to separately negotiate agreements for the former BellSouth states would undermine the purpose of the condition and hamper the promotion of competition.^{72/} Such a result would also be contrary to the statements of AT&T and the findings of the FCC and the state when reviewing the merger that the merged entity would operate as a single, integrated entity.^{73/}

Accordingly, Intrado has revised the AT&T 13-State Agreement to apply to the entire AT&T 22-state operating territory. Intrado should not be penalized because AT&T has been unable to develop a template agreement in the past year since the merger was approved. Intrado's proposed revisions should be adopted.^{74/}

^{71/} *AT&T/BellSouth Merger Order*, Concurring Statement of Jonathan S. Adelstein; *see also AT&T/BellSouth Merger Order*, Appendix F (placing this condition under the general heading of "Reducing Transaction Costs Associated with Interconnection Agreements").

^{72/} *Cf. AT&T/BellSouth Merger Order*, Concurring Statement of Commissioner Michael J. Copps (stating that the "portability of interconnection agreements" condition is an "important step[] for fostering residential telephone competition and ensuring that this merger does not in any way retard such competition").

^{73/} *AT&T/BellSouth Merger Order* ¶ 210 (noting operation of AT&T and BellSouth "as a single company"); Docket No. 060308-TP, *Joint Application for Approval of Indirect Transfer of Control of Telecommunications Facilities Resulting from Agreement and Plan of Merger between AT&T Inc. and BellSouth Corporation*, Notice of Proposed Agency Action Order Approving Indirect Transfer of Control (Fla. P.S.C. June 23, 2006) (finding that the vertical integration of the companies will result in "more efficient and reliable services" and will "increase efficiency and reduce costs by avoiding the need for inter-networking traffic between companies").

^{74/} Intrado Proposed Interconnection Agreement, Index, General Terms and Conditions, Appendix Coordinated Hot Cut, Appendix Physical Collocation, Appendix Virtual Collocation, Appendix Direct, Appendix Directory Listing, Appendix 911, Appendix Interconnection Trunking Requirements ("ITR"), Appendix Network Interconnection Methods ("NIM"),

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AT&T Position

AT&T's position is unclear. It has indicated on numerous occasions that a 22-state template agreement was forthcoming, but AT&T has not provided such a document to Intrado.

Appendix Operations Support Systems - Resale and UNE, Appendix Operator Services and Directory Assistance, Appendix Out of Exchange Traffic, Appendix Intercarrier Compensation, Appendix Recording, Appendix Lawful UNEs, Appendix White Pages, Appendix Non-Intercompany Settlement, Appendix Pricing (Ohio), Appendix Performance Measures (Attachment 1).

III. PHYSICAL ARCHITECTURE

Along with providing a competitive local exchange alternative, Intrado's innovative, next-generation network also helps promote reliability in the 911 network by creating an alternative emergency services network that can be used as the primary 911/E911 network and supports cutting-edge technologies such as those needed by VoIP service, video relay service ("VRS"), and telecommunications relay service ("TRS") providers to service the speech and hearing impaired communities. The FCC has determined that "the American public depends on 911 services in its emergencies" and that reliability in the 911 network results from the deployment of diverse routing of interoffice facilities, multiple 911 tandem switch architectures, and diverse links for ALI database access.^{75/} Intrado's network incorporates IP-based technologies and, as such, is able to fully accommodate the myriad of IP-based services being offered today as well as readily adapt for the technologies of tomorrow, which are generally not supported by today's legacy ILEC networks. Each of these principles underlies Intrado's proposed language regarding the physical architecture arrangement needed for efficient interconnection between Intrado and AT&T.

A. Local Interconnection Arrangements (Appendix ITR, Sections 1.3, 2.6, 4.2, 5.6; Appendix Out of Exchange, Section 1.1)

Issues Presented

Whether 911 Service and E911 Service calls should be included in the section regarding local interconnection, whether one-way trunks should be used by the Parties for the

^{75/} *Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, 9 FCC Rcd 6170, ¶ 3, n.6 (1994).

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interconnection of the Parties' 911/E911 networks, and whether the Parties' trunking obligations should be reciprocal.

Intrado Position

Given the unique nature of some of Intrado's service offerings, the Parties will exchange a significant number of 911 Service and E911 Service calls (as those terms have been defined in the interconnection agreement) over the local interconnection trunks that will be established under the interconnection agreement. Accordingly, Intrado has modified AT&T's proposed language to include 911 Service and E911 Service calls in the types of traffic to be exchanged by the Parties over local interconnection trunks.^{76/} In addition, Intrado has modified AT&T's proposed language to make it reciprocal in recognition of both Parties' provision of 911/E911 Trunk groups to each other (including some language imported from Appendix 911 as discussed further below).^{77/} Intrado also has added clarifying language that the mandatory requirement in the interconnection agreement for Intrado to connect to every local AT&T tandem may not apply, such as when Intrado is the primary 911/E911 Service provider in a particular geographic area.^{78/}

Further, Intrado has proposed language requiring the use of one-way trunks for the local interconnection of AT&T's network to Intrado's network.^{79/} In the *Virginia Arbitration Order*, the FCC's Wireline Competition Bureau rejected Verizon's proposal to subject the implementation of one-way or two-way interconnection trunks to the "mutual agreement" of the

^{76/} Intrado Proposed Interconnection Agreement, Appendix ITR §§ 1.3, 2.6, 4.2, 5.6 (Attachment 1).

^{77/} Intrado Proposed Interconnection Agreement, Appendix ITR § 5.6 (Attachment 1).

^{78/} Intrado Proposed Interconnection Agreement, Appendix ITR § 4.2 (Attachment 1). Intrado also added clarifying language to Appendix Out of Exchange to state that the terms and conditions of Appendix Out of Exchange do not apply to the exchange 911/E911 Service calls.

^{79/} Intrado Proposed Interconnection Agreement, Appendix ITR §§ 1.3, 2.6, 4.2, 5.6 (Attachment 1).

parties. Rather, the FCC found that CLECs have the right to require the ILEC to provide any technically feasible method of interconnection and that Verizon's consent was not a prerequisite for the implementation of interconnection trunks.^{80/} This Commission has likewise determined that ILECs are required to provide one-way or two-way trunking to CLECs upon the CLEC's request subject only to technical feasibility.^{81/} Intrado's proposed language providing for one-way trunking is in the public interest and should be adopted.

AT&T Position

AT&T's position is unknown. AT&T's proposed language does not specifically incorporate 911/E911 Service calls in the types of traffic to be exchanged by the Parties over local interconnection trunks, sets forth unilateral 911/E911 trunking requirements, and would require two-way trunking in some instances.^{82/}

B. Interconnection of AT&T Network to Intrado Network, Point of Interconnection, and Mid-Span Meet (Appendix NIM, Sections 2.2, 2.3, 2.4, 2.5, 2.6, 3.3; General Terms and Conditions, Whereas Clause, Section 1.1.116)

Issue Presented

What is the most efficient, cost-effective physical architecture arrangement to achieve the greatest benefit for consumers.

^{80/} 47 C.F.R. § 51.305(f) (two-way trunking to be provided upon request); *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration, et al.*, 17 FCC Rcd 27039, ¶ 147 (2002) ("Virginia Arbitration Order").

^{81/} See, e.g., Docket No. 000828-TP *Petition of Sprint Communications Company Limited Partnership for Arbitration of Certain Unresolved Terms and Conditions of a Proposed Renewal of Current Interconnection Agreement with BellSouth Telecommunications, Inc.*, Order No. PSC-01-1095-FOF-TP, Final Order on Arbitration, (Fla. P.S.C. May 8, 2001) (subsequent history omitted).

^{82/} AT&T 13-State Agreement, Appendix ITR §§ 1.3, 2.6, 4.2, 5.6 (Attachment 11).

Intrado Position

The Act and the FCC's rules do not permit AT&T to dictate the points of interconnection ("POIs") that Intrado may use to exchange traffic with AT&T's network.^{83/} Under the law, Intrado has the right to choose the location and number of points of interconnection on the incumbents' network, including the right to establish a single POI.^{84/} The law is also clear that each carrier is required to bear the costs of delivering its originating traffic to the POI designated by the competitive carrier.^{85/} Consistent with federal law, this Commission has found that competitors are entitled to a single POI^{86/} and that each party has responsibility on its side of the POI.^{87/} Intrado has modified AT&T's proposed language consistent with the rules of this Commission and the FCC to make clear that Intrado may designate the POI, that Intrado is only

^{83/} 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305(a) ("[a]n incumbent LEC shall provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network . . . at any technically feasible point within the incumbent LEC's network"); *Virginia Arbitration Order* ¶ 52 ("competitive LECs may request interconnection at any technically feasible point"), *app. for review pending* (filed Nov. 7, 2002); *Developing a Unified Intercarrier Compensation Regime*, 16 FCC Rcd 9610, ¶ 112 (2001) ("*Intercarrier Compensation NPRM*") ("an [incumbent carrier] must allow a requesting telecommunications carrier to interconnect at any technically feasible point").

^{84/} See, e.g., *Virginia Arbitration Order* ¶ 52 ("competitive LECs may request interconnection at any technically feasible point"); *Intercarrier Compensation NPRM* ¶ 112 ("an [incumbent carrier] must allow a requesting telecommunications carrier to interconnect at any technically feasible point").

^{85/} 47 C.F.R. § 51.703; *Virginia Arbitration Order* ¶ 53.

^{86/} Docket No. 000075-TP, *Investigation into Appropriate Methods To Compensate Carriers for Exchange of Traffic Subject to Section 251 of the Telecommunications Act of 1996*, Order No. PSC-02-1248-FOF-TP, Order on Reciprocal Compensation at 25 (Fla. P.S.C. Sept. 10, 2002) ("*Florida Order on Reciprocal Compensation*") ("[W]e find that ALECs have the exclusive right to unilaterally designate single POIs for the mutual exchange of telecommunications traffic at any technically feasible location on an incumbent's network within a LATA."), *recon. denied* January 8, 2003.

^{87/} Docket No. 000731-TP, *Petition by AT&T Communications of the Southern States, Inc. d/b/a AT&T for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. Section 252*, Order No. PSC-01-1402-FOF-TP, Final Order on Arbitration at 46 (Fla. P.S.C. June 28, 2001) (finding that "[the CLEC] should be permitted to designate the interconnection point(s) in each LATA for the mutual exchange of traffic, with both parties assuming financial responsibility for bringing their traffic to the [CLEC]-designated interconnection point"); *Florida Order on Reciprocal Compensation* at 26 ("[W]e find that an originating carrier is precluded by FCC rules from charging a terminating carrier for the cost of transport, or for the facilities used to transport the originating carrier's traffic, from its source to the point(s) of interconnection in a LATA.").

required to establish one POI per LATA, and that Intrado may request a meet-point to effectuate its interconnection arrangement with AT&T.^{88/}

In geographic areas in which AT&T has been designated as the primary 911 Service and E911 Service provider, Intrado seeks to establish a POI on AT&T's network for the termination of emergency calls originated by Intrado's end users destined for AT&T's network. This can be achieved by establishing a POI at AT&T's E911 Tandem/Selective Router or utilizing another meet-point for 911 Service and E911 Service calls serving the relevant LATA.^{89/} The Selective Router/E911 Tandem and any meet-point established by the Parties is deemed to be on AT&T's network, and thus is a technically feasible interconnection point under the FCC's rules.^{90/} AT&T, not Intrado, bears "the burden of demonstrating the technical infeasibility of a particular method of interconnection or access at any individual point."^{91/}

The 911 network is connected to the public switched telephone network for public safety purposes.^{92/} While the single POI arrangement is generally the most efficient network architecture arrangement for the exchange of plain old telephone service ("POTS") traffic, 911 traffic has historically been handled in a different manner between adjacent ILECs. Intrado is recommending that the Parties follow that method of physical interconnection where Intrado is the primary E911 Service provider.

^{88/} Intrado Proposed Interconnection Agreement, Appendix NIM §§ 2.1, 2.3, 2.4.5, 3.3 (Attachment 1); *see also* 47 C.F.R. § 51.321(b); *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, 11 FCC Rcd 15499, ¶ 553 (1996) ("Local Competition Order") (meet point arrangements "must be available to new entrants upon request") (intervening history omitted), *aff'd by AT&T Corp., et al. v. Iowa Utils. Bd., et al.*, 525 U.S. 366 (1999).

^{89/} Intrado Proposed Interconnection Agreement, Appendix NIM § 2.5 (Attachment 1).

^{90/} *VoIP E911 Order* ¶¶ 14-15, n.35, n.37; *Local Competition Order* ¶ 553 ("In a meet point arrangement, the 'point' of interconnection for purposes of sections 251(c)(2) and 251(c)(3) remains on 'the local exchange carrier's network.'").

^{91/} *Local Competition Order* ¶ 554.

^{92/} *VoIP E911 Order* ¶ 14 (noting that the E911 network is interconnected with the public switched telephone network).

Under this method, in geographic areas in which Intrado has been selected as the primary provider of 911 Services and E911 Services, AT&T's network must interconnect with Intrado's 911/E911 network so that customers of AT&T located in that geographic area can complete emergency calls to the appropriate PSAP (*i.e.*, Intrado's end user customer). Deviating from a single POI arrangement in those instances when Intrado is serving the PSAP results in the most efficient and effective network architecture and provides the highest degree of reliability for the provision of 911 services. The ILECs have relied on this method of interconnection with adjacent ILECs to aggregate and transport 911/E911 traffic to the appropriate PSAP.^{93/} Intrado simply seeks to mirror the type of interconnection arrangements that AT&T and other ILECs have determined to be the most efficient and effective for the termination of emergency calls.^{94/}

Specifically, under Intrado's proposed language, AT&T would aggregate and/or transport its end users' emergency calls destined for Intrado's PSAP customers to two POIs on Intrado's network, which could be Intrado's Selective Router/E911 Tandem or at regional meet-points between the Parties' networks.^{95/} If the Parties were to interconnect at a regional meet-point between the Parties' networks, the Parties would negotiate a point at which one carrier's responsibility for service ends and the other carrier's begins and each Party would pay its portion of the costs to reach the meet-point.^{96/} AT&T's proposed language regarding meet-point interconnection is not consistent with the FCC's requirements because it does not address the

^{93/} *Cf. Local Competition Order* ¶ 553 (finding that arrangements between neighboring ILECs for the mutual exchange of traffic are technically feasible arrangements for interconnection between CLECs and ILECs).

^{94/} *Cf. Local Competition Order* ¶ 168 (recognizing that a new entrant cannot effectively compete when the new entrant cannot obtain interconnection on terms that are as favorable as the ILEC offers to neighboring ILECs).

^{95/} Intrado Proposed Interconnection Agreement, Appendix NIM § 2.5 (Attachment 1). Intrado has also proposed language that would require AT&T to maintain certain company identifiers and codes to be able to terminate 911/E911 traffic on Intrado's network. *See* Intrado Proposed Interconnection Agreement, Appendix NIM § 2.5.6, 2.5.7 (Attachment 1).

^{96/} *Local Competition Order* ¶ 553 (finding each carrier must build out to the meet-point even if the ILEC is required to build out facilities to reach that point).

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facilities AT&T is required to build out to reach the meet-point.^{97/} The FCC has determined that both the ILEC and the new entrant “gains value” from the use of a meet-point to exchange traffic and thus each Party to the arrangement should bear its portion of the economic costs of the arrangement.^{98/}

Intrado’s proposed interconnection arrangement is consistent with the law, promotes public safety, and reflects AT&T’s existing relationships with other carriers for the termination of emergency calls. Accordingly, Intrado’s proposed language should be adopted.

AT&T Position

AT&T’s position is unclear. AT&T appears to propose a network architecture arrangement that is, in some respects, contrary to the rules of the FCC and this Commission.

C. Inter-Selective Router Trunking (Appendix ITR, Sections 5.2.1, 5.2.2, 5.6; Appendix 911, Section 7.6; Appendix Out of Exchange, Section 1.1)

Issue Presented

Whether the Parties should implement Inter-Selective Router trunking to allow emergency calls to be transferred between Selective Routers and the PSAPs connected to those Selective Routers while retaining the critical information associated with the emergency call.

^{97/} AT&T 13-State Agreement, Appendix ITR § 3.3 (Attachment 11).

^{98/} *Local Competition Order* ¶ 553.

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Intrado Position

The FCC has determined that, if a particular method of interconnection is currently employed between two networks or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures and ILECs bear the burden of demonstrating technical infeasibility.^{99/} AT&T performs inter-Selective Router transfers today in several states. For example, AT&T's California tariff defines this functionality as "9-1-1 Tandem to 9-1-1 Tandem Transfer," which provides the "ability to transfer a 9-1-1 call from a PSAP served by one 9-1-1 Selective Router (a.k.a. Tandem) to a PSAP served by a different 9-1-1 Selective Router."^{100/} Such a transfer allows the ANI and ALI associated with the emergency call (*i.e.*, the information needed by the public safety agency to address the caller's emergency) to remain with that communication when it is transferred to the other Selective Router and/or PSAP. If the call is required to be re-routed over the public switched telephone network, the caller's ANI and ALI is lost.

Establishment of inter-Selective Router trunking would ensure that PSAPs are able to communicate with each other and more importantly, that mis-directed calls can be quickly and efficiently routed to the appropriate PSAP. The interoperability currently available to ILECs providing 911/E911 services must be made available to Intrado when it offers a competing 911/E911 service product. Maintaining the same functionality available today is critical for ensuring PSAP end users continue to receive comparable service when switching to enhanced, next-generation 911/E911 networks such as Intrado's and is necessary to the future deployment

^{99/} *Local Competition Order* ¶ 554.

^{100/} Pacific Bell Telephone Company Schedule Cal. P.U.C. No. A9 - Network and Exchange Services, 3rd Revised Sheet 219.

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of such competitive networks.^{101/} The public benefit of such diverse and redundant interconnection also is reflected in the FCC's inquiry whether it should require redundant trunks to each Selective Router and/or require that multiple Selective Routers be able to route calls to each PSAP.^{102/}

Intrado's proposed language seeks to establish such trunking.^{103/} AT&T's proposed language also included a limitation on inter-tandem switching and terms and conditions governing "out of exchange" traffic.^{104/} Intrado has revised that language to clarify that AT&T's proposed limitations or "out of exchange" terms and conditions do not apply to inter-Selective Router transfer of 911/E911 Service calls.^{105/} Finally, Intrado has modified AT&T's proposed language to clarify that certain documentation is not necessary for the establishment of the inter-Selective Router trunking proposed by Intrado.^{106/} Intrado's proposed language should be adopted.

AT&T Position

AT&T's position is unclear. Although its tariffs contemplate inter-SR transfer, its proposed interconnection agreement did not contain similar language.

^{101/} *Cf. Telephone Number Portability*, 12 FCC Rcd 12281, ¶ 4 (1997) ("Number portability is essential to meaningful facilities-based competition in the provision of local exchange service because survey data show that customers are reluctant to switch carriers if they must change telephone numbers. In practical terms, the benefits of competition will not be realized if new facilities-based entrants are unable to win customers from incumbent providers as a result of economic or operational barriers.").

^{102/} *VoIP E911 Order* ¶ 59.

^{103/} Intrado Proposed Interconnection Agreement, Appendix ITR § 5.6 (Attachment 1).

^{104/} AT&T 13-State Agreement, Appendix ITR §§ 5.2.1, 5.2.2 (Attachment 11); AT&T 13-State Agreement, Appendix Out of Exchange (Attachment 11).

^{105/} Intrado Proposed Interconnection Agreement, Appendix ITR §§ 5.2.1, 5.2.2 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix Out of Exchange § 1.1 (Attachment 1).

^{106/} Intrado Proposed Interconnection Agreement, Appendix 911 § 7.6 (Attachment 1).

D. Forecasting, Servicing, and Ordering (Appendix ITR, Sections 6.1, 8.2.1, 8.6.1)

Issue Presented

Whether the forecasting provisions should be reciprocal, whether the Parties are required to maintain certain grades of service for 911 Trunks, and whether the process for AT&T ordering services from Intrado should be included in the interconnection agreement.

Intrado Position

Intrado has modified AT&T's proposed language to make the forecasting provisions applicable to both Parties rather than solely imposed on Intrado.^{107/} To adequately groom its network, Intrado must have some indication from AT&T as to how many trunks, including 911/E911 Trunks, will be required to support emergency calls between the Parties' networks. Intrado also has added language to ensure the Parties will maintain a proper quantity of trunks and a grade of service consistent with industry standards.^{108/} And, while AT&T's proposed language contained detailed provisions setting forth the process for Intrado to order services and facilities from AT&T, the language does not address how AT&T will order services from Intrado. As co-carriers, both Parties will be purchasing services from the other and thus each Party should be aware of the process to order services and facilities from the other. Intrado has therefore included language addressing its ordering process.^{109/} Intrado's proposed language should be adopted.

^{107/} Intrado Proposed Interconnection Agreement, Appendix ITR § 6.1 (Attachment 1).

^{108/} Intrado Proposed Interconnection Agreement, Appendix ITR § 8.2.1 (Attachment 1).

^{109/} Intrado Proposed Interconnection Agreement, Appendix ITR § 8.6.1 (Attachment 1).

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AT&T Position

AT&T's position is unknown. Its proposed language imposed unilateral forecasting requirements on Intrado, did not specifically address maintenance and service of 911/E911 Trunks, and does not address Intrado's ordering process.^{110/}

E. Establishment of Interconnection Architecture (Appendix NIM, Sections 1.26, 2.1, 3.4.1, 4.1, 4.2, 4.3)

Issue Presented

Whether the Parties' interconnection agreement should set forth the interconnection architecture to be used or whether that should be addressed separately.

Intrado Position

AT&T's proposed language contemplates that the Parties would amend the interconnection agreement to set forth the interconnection arrangements to be utilized by the Parties and requires Intrado to provide notice to AT&T that it seeks to interconnect.^{111/} Intrado has modified this language to clarify that the specifics of the Parties' interconnection arrangement will be set forth in the agreement and that no further notice or action is needed from Intrado to implement the interconnection arrangement.^{112/} Intrado also has clarified that, only to the extent it seeks additional points of interconnection with AT&T, will it provide the notice requested by AT&T.^{113/}

^{110/} AT&T 13-State Agreement, Appendix ITR §§ 6.1, 8.2.1 (Attachment 11).

^{111/} AT&T 13-State Agreement, Appendix NIM §§ 1.26, 2.1, 3.4.1, 4.1, 4.2, 4.3 (Attachment 11).

^{112/} Intrado Proposed Interconnection Agreement, Appendix NIM §§ 1.26, 2.1, 3.4.1, 4.1, 4.2 (Attachment 1).

^{113/} Intrado Proposed Interconnection Agreement, Appendix NIM § 4.3 (Attachment 1).

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AT&T Position

AT&T's position is unknown. Its proposed language would require the Parties to amend the interconnection agreement to address the arrangements to be used by the Parties and would require Intrado to provide certain notice to AT&T that Intrado seeks to interconnect.

IV. 911 AND E911 SERVICES**A. 911/E911 Call Routing (Appendix 911, Sections 3.2, 4.2)****Issue Presented**

How the Parties will route 911/E911 calls to each other.

Intrado Position

AT&T's proposed language primarily addresses how AT&T will route 911/E911 calls it receives from Intrado to the appropriate PSAP.^{114/} Intrado has modified that language to reflect how Intrado will route 911/E911 calls to AT&T's Selective Router/E911 Tandem when AT&T is the primary provider of 911/E911 Service in a particular geographic area and how AT&T will route 911/E911 calls to Intrado's network when Intrado is the primary provider of 911/E911 Service in a particular geographic area.^{115/} Intrado's proposed language should be adopted.

AT&T Position

AT&T's position is unknown. AT&T's original language was one-sided and did not contemplate AT&T routing 911/E911 calls to Intrado's network.

B. Basic 911 and E911 Databases (Appendix 911, Sections 3.4, 4.3)**Issue Presented**

How the Parties will obtain access to each other's basic 911 and E911 databases.

^{114/} AT&T-13 State Agreement, Appendix 911 § 3.2 (Attachment 11). AT&T's language also addressed trunking requirements for Intrado, but as discussed below, that language is more appropriate for Appendix ITR or Appendix NIM.

^{115/} Intrado Proposed Interconnection Agreement, Appendix 911, §§ 3.2, 4.2 (Attachment 1).

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Intrado Position

Under the FCC's rules, AT&T is required to provide Intrado with nondiscriminatory access to AT&T's 911 and E911 databases on an unbundled basis.^{116/} The FCC determined that CLECs like Intrado must have access to such databases "because of the unique nature of 911 and E911 services and the [surrounding] public safety issues . . . to ensure that their customers have access to emergency services."^{117/} This Commission also has found that 911 and E911 databases must be provided to competitors like Intrado.^{118/}

Intrado has modified AT&T's proposed language to acknowledge AT&T's requirements to provide Intrado access to AT&T's 911 and E911 databases when either AT&T *or* Intrado has been designated as the primary 911/E911 service provider.^{119/} Intrado also has included language that would allow AT&T to access Intrado's 911 and E911 databases in cases in which Intrado manages the database in a particular geographic area.^{120/} To ensure the greatest degree of reliability for handling public calls for emergency services, Intrado's proposed language also recognizes that both Parties have an obligation to work together as co-carriers to quickly and accurately upload end user record information into the relevant databases while maintaining the confidentiality of the data.^{121/} Intrado's proposed language should be adopted.

^{116/} 47 U.S.C. § 251(c); 47 C.F.R. § 51.319(f); *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 18 FCC Rcd 16978, ¶ 557 (2003) ("Triennial Review Order"), *aff'd in part, remanded in part, vacated in part*, *U.S. Telecom Ass'n v. FCC*, 359 F.3d 554, 587 (D.C. Cir. 2004) (subsequent history omitted).

^{117/} *Triennial Review Order* ¶ 557.

^{118/} Docket No. 041269-TP, *Petition To Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Changes in Law*, by *BellSouth Telecommunications, Inc.*, Order No. PSC-06-0172-FOF-TP, Order on Generic Proceeding (Fla. P.S.C. Mar. 2, 2006) (finding an ILEC "is obligated to offer all CLECs unbundled access to the 911 and E911 call-related databases"); *see also* FLA. STAT. ANN. § 364.161.

^{119/} Intrado Proposed Interconnection Agreement, Appendix 911 §§ 3.4, 4.3 (Attachment 1).

^{120/} Intrado Proposed Interconnection Agreement, Appendix 911 §§ 3.4, 4.3 (Attachment 1).

^{121/} Intrado Proposed Interconnection Agreement, Appendix 911 §§ 3.4, 4.3 (Attachment 1).

AT&T Position

AT&T's position is unknown. Its proposed language in the AT&T 13-State Agreement did not reflect the fact that both Parties need access to and must update the other Party's databases.

C. 911 and E911 Related Definitions (Appendix 911, Sections 2.1, 2.2, 2.3, 2.5, 2.7, 2.8, 2.9, 2.12, 2.13, 2.14, 2.15, 2.17, 2.18, 2.19, 2.20)

Issue Presented

Whether certain definitions related to the Parties' provision of 911 and E911 Service should be included in the interconnection agreement and what definitions should be used.

Intrado Position

Intrado has proposed definitions for several 911/E911-related terms for inclusion in the Parties' interconnection agreement.^{122/} These definitions are consistent with industry standards.^{123/} For example, Master Street Address Guide or "MSAG" is the term commonly used to describe the database of street names and house numbers within a particular community that is used to enable the proper routing of 911/E911 calls.^{124/} The Parties' interconnection agreement should use industry-standard nomenclature, and thus Intrado has included a definition of MSAG in the agreement.^{125/} Likewise, Intrado has offered a definition for "Voice over

^{122/} Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 2.1 (911 Service), 2.2 (911 System), 2.3 (911 Trunk), 2.5 (ANI), 2.7 (DBMS), 2.8 (E911 Customer), 2.9 (E911 Service), 2.12 (MSAG), 2.13 (NENA), 2.14 (PSAP ALI Messaging (PAM) Interface Protocol), 2.15 (Pseudo-ANI), 2.17 (Selective Router), 2.18 (Service Order Information), 2.19 (Shell Records), 2.20 (VoIP) (Attachment 1).

^{123/} See generally NENA Master Glossary of 9-1-1 Terminology (Version 10, June 5, 2007), available at http://www.nena.org/media/files/NENA00-001_V1020070605.pdf.

^{124/} See, e.g., NENA Master Glossary of 9-1-1 Terminology at 46 (Version 10, June 5, 2007), available at http://www.nena.org/media/files/NENA00-001_V1020070605.pdf.

^{125/} Intrado Proposed Interconnection Agreement, Appendix 911 § 2.12 (Attachment 1).

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Internet Protocol” that is identical to the definition adopted by the FCC.^{126/} Intrado’s proposed language is consistent with industry practice and should be adopted.

AT&T Position

AT&T’s position is unknown. Its proposed language did not include some of the definitions proposed by Intrado.

**D. Each Party’s Rights and Obligations for Certain 911 and E911 Services
(Appendix 911, Sections 1, 3.1, 4.1, 5.1, 5.2, 5.3, 6.1, 7, 8.1, 9; General Terms
and Conditions, Section 44.6.1)**

Issue Presented

Whether the language regarding the provision of 911/E911 services should be reciprocal.

Intrado Position

AT&T’s proposed language only addresses the situations in which AT&T will act as the primary provider of 911/E911 Services in a geographic area.^{127/} By contrast, Intrado’s proposed language delineates each Party’s obligations depending on whether AT&T or Intrado is the primary 911/E911 Service provider in a particular area.^{128/} Intrado also has made AT&T’s original language regarding 911/E911 rights and obligations reciprocal so that it addresses each Party’s obligations regardless of whether the primary provider of those services in a particular geographic area is AT&T or Intrado.^{129/} Intrado’s language also sets forth each Party’s

^{126/} Intrado Proposed Interconnection Agreement, Appendix 911 § 2.20 (Attachment 1); *see also* 47 C.F.R. § 9.3 (defining “interconnected VoIP”).

^{127/} AT&T 13-State Agreement, Appendix 911 §§ 4.2.10, 5.2, 6.1, 7, 8.1, 9 (Attachment 11); AT&T 13-State Agreement, General Terms and Conditions § 44.6.1 (Attachment 11).

^{128/} Intrado Proposed Interconnection Agreement, Appendix 911 §§ 3.1, 4.1 (Attachment 1).

^{129/} Intrado Proposed Interconnection Agreement, Appendix 911 §§ 1, 5.1, 5.2, 6.1, 7, 8.1, 9 (Attachment 1); Intrado Proposed Interconnection Agreement, General Terms and Conditions § 44.6.1 (Attachment 1).

responsibility for mutually uploading records and using protocols.^{130/} These revisions are necessary because there may be areas in which Intrado is the designated emergency services provider rather than AT&T, and thus *each Party* will have reciprocal rights and responsibilities. Intrado's proposed language should be adopted.

AT&T Position

AT&T's position is unknown. Its proposed language did not reflect that both Parties have rights and obligations with respect to the provision of 911/E911 Service and imposed some requirements only on Intrado.

E. 911/E911 Surcharges (Appendix 911, Section 5.2)

Issue Presented

Whether each Party should be responsible for the collection and remittance of 911/E911 surcharges.

Intrado Position

AT&T's language appears to relieve AT&T of any responsibility to collect or remit 911/E911 surcharges and puts that burden solely on Intrado.^{131/} Intrado has revised this language to impose reciprocal obligations on each Party to collect and remit 911/E911 surcharges to the applicable PSAP and provide any necessary reports.^{132/} Intrado also has deleted the language addressing resellers because it does not apply to Intrado's services.^{133/} Intrado's proposed language should be adopted.

^{130/} Intrado Proposed Interconnection Agreement, Appendix 911 § 5.3 (Attachment 1).

^{131/} AT&T 13-State Agreement, Appendix 911 § 5.2 (Attachment 11).

^{132/} Intrado Proposed Interconnection Agreement, Appendix 911 § 5.2 (Attachment 1).

^{133/} Intrado Proposed Interconnection Agreement, Appendix 911 § 5.2 (Attachment 1).

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AT&T Position

AT&T's position is unknown. The AT&T 13-State Agreement would impose unilateral obligations on Intrado to collect, remit, and provide reports on 911/E911 surcharges.

F. Appropriate Placement for Provisions Regarding 911 Trunking and 911 Interconnection (Appendix 911, Sections 3.3, old 4.2, old 5.1; Appendix NIM, Section old 2.6)

Issue Presented

Whether it is more appropriate for language regarding 911 trunking and 911 interconnection to be placed in Appendix ITR or Appendix NIM, which are the appendices governing such issues and whether certain repetitive language should be deleted.

Intrado Position

The Intrado Proposed Interconnection Agreement moves some language regarding 911 trunking and 911 interconnection from Appendix 911 to Appendix ITR or Appendix NIM or otherwise deletes the language as repetitive of language already existing in those appendices.^{134/} Some of the language contained in Appendix 911 is repetitive of that contained in Appendix ITR and Appendix NIM, or the language is better suited for the appendices dealing with those substantive issues rather than Appendix 911. Likewise, some of the language contained in Appendix ITR is repetitive of that contained in Appendix 911. Intrado's proposed reorganization should be adopted.^{135/}

^{134/} Intrado Proposed Interconnection Agreement, Appendix 911 §§ 3.3, old 4.2, old 5.1 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix NIM § old 2.6 (Attachment 1).

^{135/} The substantive issues with AT&T's proposed language are addressed under the Physical Architecture section.

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AT&T Position

AT&T's position is unknown. The AT&T 13-State Agreement contains repetitive language in Appendix 911 and language that should be placed in Appendix NIM or Appendix ITR.^{136/}

^{136/} AT&T 13-State Agreement, Appendix 911 §§ 3.3, 4.2, 5.1 (Attachment 1).

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V. INTERCARRIER COMPENSATION AND RELATED DEFINITIONS

A. Compensation for 911/E911 Service Calls (Appendix Intercarrier Compensation, Sections 1.1, 6.1)

Issue Presented

Whether the 911/E911 Service calls exchanged between Intrado and AT&T should be subject to intercarrier compensation.

Intrado Position

Neither AT&T nor Intrado should be eligible for intercarrier compensation for the termination of 911 Service or E911 Service calls on either Party's network. Intrado's proposed language clarifies this point.^{137/} When Intrado and AT&T exchange 911/ E911 Service calls destined for the other Party's network, those calls will terminate at the Selective Router/E911 Tandem or other designated POI for routing to the appropriate PSAP. These calls are identical to any emergency call terminated by a CLEC or ILEC on AT&T's network today. CLECs and ILECs do not exchange compensation for terminating such traffic. Accordingly, Intrado's language stating that 911 Service or E911 Service calls exchanged between the Parties are not subject to intercarrier compensation should be adopted.^{138/}

AT&T Position

AT&T's position is unknown. Its proposed language did not specifically exclude 911/E911 Service calls from intercarrier compensation.

^{137/} Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 1.1, 6.1 (Attachment 1).

^{138/} Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 1.1, 6.1 (Attachment 1).

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B. Traffic Eligible for Compensation (Appendix Intercarrier Compensation, Sections 1.2, 4.1, 5.1, 16.1, 16.2; General Terms & Conditions, Sections 1.1.84, 1.1.122; Appendix ITR, Sections 2.5, 2.13, 2.14, 12.1, 12.2)

Issue Presented

What subset of traffic should be eligible for compensation when exchanged between the Parties.

Intrado Position

AT&T's proposed language attempts to define the subset of traffic that will be eligible for compensation when exchanged between the Parties, but the definitions and parameters used by AT&T are not consistent with law. For example, AT&T attempts to define Section 251(b)(5) Traffic and ISP-Bound Traffic as either local or non-local in order to limit its reciprocal compensation obligations to so-called "local" traffic.^{139/} The FCC has determined that it is inaccurate to limit the application of reciprocal compensation to telecommunications traffic that is "local" and it has removed all such references from its rules.^{140/} AT&T's language attempting to make such a distinction is inconsistent with the law. Intrado has therefore proposed defining those terms consistent with applicable law and relevant FCC and court decisions.^{141/}

^{139/} AT&T 13-State Agreement, Appendix Intercarrier Compensation §§ 4.1, 5.1 (Attachment 11); AT&T 13-State Agreement, General Terms & Conditions §§ 1.1.84, 1.1.122 (Attachment 11); AT&T 13-State Agreement, Appendix ITR §§ 2.3, 2.13 (Attachment 11).

^{140/} *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996: Intercarrier Compensation for ISP-Bound Traffic*, 16 FCC Rcd 9151, ¶ 46 (2001) ("ISP Order"), remanded, *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), *petition for reh'g and reh'g en banc denied* (Sept. 24, 2002), *cert. denied sub nom*, 123 S. Ct. 1927 (2003); *see also Bell Atlantic Tel. Cos. v. FCC*, 206 F.3d 1, 6 (D.C. Cir. 2000) (finding "[Section] 251(b)(5) purports to extend reciprocal compensation to all 'telecommunications'").

^{141/} Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 4.1, 5.1 (Attachment 1); Intrado Proposed Interconnection Agreement, General Terms & Conditions §§ 1.1.84, 1.1.122 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix ITR §§ 2.5, 2.13 (Attachment 1).

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Similarly, AT&T's proposed language confines the traffic eligible for compensation between the Parties to "wireline" service or "dialtone."^{142/} The FCC's rules impose no such qualification on the subset of traffic that is eligible for compensation. Rather, the FCC's rules indicate that reciprocal compensation applies "for the transport and termination on each carrier's network facilities of telecommunications traffic that originates on the network facilities of the other carrier."^{143/} Intrado has deleted the unlawful qualifications contained in AT&T's proposed language and its proposed language should be adopted.^{144/}

In addition, AT&T has attempted to broadly define "Switched Access Traffic" and address how such traffic may be exchanged between the Parties.^{145/} AT&T's definition and related language regarding Switched Access Traffic does not accurately state the current requirements for such traffic and imposes more onerous restrictions than are currently found in the FCC's rules. Recitation of a FCC policy "in an interconnection agreement is unnecessary to ensure a carrier's rights or make clear a carrier's obligations" and adds no value to the agreement.^{146/} Accordingly, Intrado has revised this language to reference "Applicable Law," and Intrado's proposed language should be adopted.^{147/}

^{142/} AT&T 13-State Agreement, Appendix Intercarrier Compensation §§ 1.2, 16.1 (Attachment 11); AT&T 13-State Agreement, Appendix ITR § 2.14 (Attachment 11).

^{143/} 47 C.F.R. § 51.701.

^{144/} Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 1.2, 16.1 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix ITR § 2.14 (Attachment 1).

^{145/} AT&T 13-State Agreement, Appendix Intercarrier Compensation §§ 16.1, 16.2 (Attachment 11); AT&T 13-State Agreement, Appendix ITR §§ 12.1, 12.2 (Attachment 11).

^{146/} *Virginia Arbitration Order* ¶ 33.

^{147/} Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 16.1, 16.2 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix ITR §§ 12.1, 12.2 (Attachment 1).

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AT&T Position

AT&T's position is unknown. Its proposed language broadly defines the subset of traffic eligible for compensation and does not accurately reflect the requirements of the FCC.

C. Reciprocal Obligations and Rights (Appendix Intercarrier Compensation, Sections 3.5, 3.9, 12.1, 17.4)

Issues Presented

Whether the Parties should have reciprocal rights and obligations for dealing with third parties, offering certain services, and compensating each other for interLATA traffic.

Intrado Position

AT&T's proposed language imposes one-sided obligations on Intrado for addressing third party traffic and compensating AT&T for interLATA traffic, and gives only AT&T the right to limit its offering of certain services.^{148/} There is no reason why these provisions should be unilateral given that the Parties will be operating as co-carriers and working together for the mutual exchange of traffic between their networks. Intrado has therefore revised the language to apply to both Parties equally.^{149/} Intrado's proposed language should be adopted.

AT&T Position

AT&T's position is unknown. AT&T's proposed language is one-sided, imposes unilateral obligations on Intrado, and would protect only AT&T.

^{148/} AT&T 13-State Agreement, Appendix Intercarrier Compensation §§ 3.5, 3.9, 12.1, 17.4 (Attachment 11).

^{149/} Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 3.5, 3.9, 12.1, 17.4 (Attachment 1).

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D. Intervening Law and Reservation of Rights (Appendix Intercarrier Compensation, Sections 4.2, 15.1)

Issue Presented

How the Parties should incorporate intervening law changes into their interconnection agreement.

Intrado Position

Intrado has modified AT&T's proposed language to clarify that changes in law, including retroactive application of such changes, will be incorporated into the Parties' interconnection agreement if permitted by the order or other decision effectuating the change in law.^{150/} AT&T's proposed language is unclear as to the application of intervening law changes and specifically the retroactive application of such modifications.^{151/} Intrado's proposed language should be adopted.

AT&T Position

AT&T's position is unknown. Its proposed language is unclear regarding the implementation of intervening law changes.

E. Rebuttable Presumption and FX Traffic Tracking (Appendix Intercarrier Compensation, Sections 5.4, 6.2.6.4)

Issue Presented

What process should be used for rebutting the presumption regarding ISP-Bound Traffic and for tracking foreign exchange ("FX") traffic in Connecticut.^{152/}

^{150/} Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation §§ 4.2, 15.1 (Attachment 1).

^{151/} AT&T 13-State Agreement, Appendix Intercarrier Compensation §§ 4.2, 15.1 (Attachment 11).

^{152/} The language at issue with respect to FX traffic is specific to Connecticut, is based on Connecticut law, and does not affect the Parties' interconnection arrangements in any other states.

Intrado Position

Consistent with the requirements of the FCC, AT&T's proposed language indicates that either Party may rebut the presumption that traffic above the 3:1 ratio is ISP-Bound Traffic.^{153/} AT&T's language, however, indicates that the Section 252 process must be used for rebutting the presumption and limits such a filing to the relevant state commission. There is no requirement that the Section 252 process be used to rebut the presumption. And AT&T's language does not contemplate that there may be instances in which the FCC acts in response to a rebuttal petition rather than a state, such as if the state refuses to act or otherwise refers the matter to the FCC. Intrado's proposed language reflects these possibilities and should be adopted.^{154/}

Similarly, AT&T's proposed language includes the process for identifying certain types of FX traffic as required under Connecticut law.^{155/} AT&T's language, however, goes further than permitted by Connecticut law when it indicates that AT&T will review Intrado's FX data. There is no requirement for review of Intrado's data by AT&T; rather, the traffic studies and other methodologies mentioned in AT&T's proposed language are the more appropriate way to address FX traffic in Connecticut. And Intrado also disputes AT&T's language stating that there should be an individual "plan" for each competitor to identify FX traffic in Connecticut.^{156/} The factors developed under Connecticut law for identifying FX traffic should be applied uniformly to all competitors. Thus, Intrado's proposed language should be adopted.^{157/}

^{153/} AT&T 13-State Agreement, Appendix Intercarrier Compensation § 5.4 (Attachment 11); *see also* ISP Order ¶ 79.

^{154/} Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation § 5.4 (Attachment 1).

^{155/} AT&T 13-State Agreement, Appendix Intercarrier Compensation § 6.2.6.4 (Attachment 11); *see also* Docket No. 01-01-29, *DPUC Investigation of the Payment of Mutual Compensation for Local Calls Carried over Foreign Exchange Service Facilities*, Final Decision (Ct. D.P.U.C. Jan. 30, 2002) (subsequent history omitted).

^{156/} AT&T 13-State Agreement, Appendix Intercarrier Compensation § 6.2.6.4 (Attachment 11).

^{157/} Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation § 6.2.6.4 (Attachment 1).

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AT&T Position

AT&T's position is unknown. Its proposed language does not accurately address the process for rebutting the presumption or tracking FX traffic in Connecticut.

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VI. LEGAL AND FINANCIAL OBLIGATIONS

A. Non-Voluntary Provisions (General Terms and Conditions, Section 2.10)

Issues Presented

Whether AT&T may set a timeframe for incorporating changes to non-voluntary provisions and whether AT&T may unlawfully limit the portability of interconnection agreements.

Intrado Position

Non-voluntary provisions, as defined by AT&T, are those provisions that AT&T has not willingly negotiated and are the result of arbitration decisions in various states.^{158/} When modifications are made to such non-voluntary provisions, AT&T's proposed language establishes an arbitrary and unnecessary timeframe for incorporating those changes into the interconnection agreement.^{159/} Intrado has deleted this timeframe.^{160/} In addition, Intrado has deleted AT&T's language that would prohibit the portability of interconnection agreements across state lines.^{161/} AT&T's language is not consistent with the conditions imposed on AT&T as part of the AT&T/BellSouth merger approval. As discussed above, the FCC determined that AT&T must make any interconnection agreement available in one state, whether negotiated or arbitrated, available for adoption in any other AT&T state.^{162/} Intrado's revisions should be adopted.

^{158/} AT&T 13-State Agreement, General Terms and Conditions § 2.10 (Attachment 11).

^{159/} AT&T 13-State Agreement, General Terms and Conditions § 2.10.1 (Attachment 11).

^{160/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 2.10.1 (Attachment 1).

^{161/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 2.10.2 (Attachment 1).

^{162/} *AT&T/BellSouth Merger Order*, Appendix F.

AT&T Position

AT&T's position is unknown. Its proposed language would prevent the portability of interconnection agreements across state lines, which is inconsistent with its merger conditions.^{163/} In addition, its proposed language would set an arbitrary timeframe for incorporating changes to non-voluntary provisions.^{164/}

B. Term and Termination and Timing for Renegotiation (General Terms and Conditions, Sections 7.2, 7.6)**Issues Presented**

What term should apply to the interconnection agreement and when is Intrado required to notify AT&T that it seeks to renegotiate the interconnection agreement after receiving a termination notice from AT&T.

Intrado Position

Intrado seeks a three-year term for the interconnection agreement.^{165/} The process of negotiating an interconnection agreement is highly resource-intensive, both in terms of time and money. The language proposed by AT&T did not include a specific term; rather, it included a blank for the insertion of an termination date.^{166/} Requiring Intrado to divert its attention and resources from providing its services to interconnection negotiations is not in the interests of Intrado's customers and is decidedly counter to the public interest. Any term shorter than three years erects a barrier to entry for smaller, competitive carriers that lack the extensive resources of a large incumbent, and who, to survive, must focus on providing service to their customers rather

^{163/} AT&T 13-State Agreement, General Terms and Conditions § 2.10.2 (Attachment 11).

^{164/} AT&T 13-State Agreement, General Terms and Conditions § 2.10.1 (Attachment 11).

^{165/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 7.2 (Attachment 1).

^{166/} AT&T 13-State Agreement, General Terms and Conditions § 7.2 (Attachment 11).

than engaging in protracted negotiations or arbitrations. A three-year term is reasonable and should be adopted.^{167/}

AT&T's proposed language also would require Intrado to notify AT&T within ten calendar days after receiving AT&T's termination notice if Intrado seeks to pursue negotiation of another interconnection agreement with AT&T.^{168/} Ten days is not an adequate amount of time to make such a decision and such a brief period could be used by AT&T for anticompetitive purposes. Intrado has therefore proposed language that would allow Intrado thirty days to respond to AT&T's notice of termination.^{169/} Intrado's proposed language is reasonable and should be adopted.

AT&T Position

AT&T's position is unknown. Its language did not include a term for the interconnection agreement. Also, its language would require Intrado to respond to AT&T's notice of termination within ten calendar days.

C. Audits and Expenses (General Terms and Conditions, Sections 13, 39.2)

Issues Presented

Whether audits may be performed by employees of the Parties, whether the Parties are required to reimburse each other for any auditing expenses, and whether Intrado is required to pay expenses related to the filing of the interconnection agreement with state commissions.

^{167/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 7.2 (Attachment 1).

^{168/} AT&T 13-State Agreement, General Terms and Conditions § 7.6 (Attachment 11).

^{169/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 7.6 (Attachment 1).

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Intrado Position

Intrado agrees with AT&T that audits may be required in certain situations, but has modified AT&T's proposed language to limit any such audits to independent, third-party auditors rather than in-house employees of the Parties.^{170/} Audits should be performed only by an independent auditor acceptable to both Parties. Further, both Parties should have the right to engage an independent auditor without the other Party being required to pay a portion of the independent auditor's expenses, whether or not the audit uncovers some discrepancies.^{171/}

Audits are costly and force a company to direct precious resources to the audit task and away from the delivery of services to customers. Audit power can be easily abused and must be applied only in limited circumstances, especially when the parties involved do not hold equal positions in the emerging competitive market. Such audits can also be used to stifle competition by creating financial burdens on new entrants and distracting resources to the audit. An independent auditor with the auditing party incurring the costs of the audit is crucial to maintaining a balance between parties with uneven market positions. Finally, any disputes between the Parties regarding audits should be subject to the interconnection agreement's dispute resolution provisions as indicated by Intrado's proposed language.^{172/}

Intrado has revised AT&T's language that would require Intrado to pay a portion of the expenses related to the filing of the interconnection agreement.^{173/} To the extent AT&T needs to use outside third parties or attorneys to make the requisite filings with the state commissions, AT&T should be solely liable for those charges. Intrado's proposed language should be adopted.

^{170/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 13.1.2 (Attachment 1).

^{171/} Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 13.1.2, 13.1.6 (Attachment 1).

^{172/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 13.1.5 (Attachment 1).

^{173/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 39.2 (Attachment 1).

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AT&T Position

AT&T's position is unknown. Its proposed language would allow employees of the Parties to conduct audits, would require reimbursement of some audit expenses, and does not reference the Parties' ability to utilize dispute resolution for disagreements over audits.^{174/} In addition, AT&T's proposed language would require Intrado to pay a portion of the expenses to file the interconnection agreement with various state commissions.^{175/}

D. Intrado's Initiation of Service (General Terms and Conditions, Section 4.1)

Issue Presented

Whether AT&T may unilaterally dictate when Intrado initiates service.

Intrado Position

Intrado has deleted AT&T's proposed language that would require Intrado to start offering services within a certain number of days after approval of the interconnection agreement.^{176/} Requiring Intrado to initiate service within a particular timeframe is irrelevant to the Parties' interconnection obligations. This requirement erects an arbitrary and unjustifiable barrier to Intrado's market entry by imposing artificial deadlines that must be met regardless of Intrado's business imperatives. Intrado alone must be able to determine how best to schedule its market entry and expend its resources. There is no legitimate reason for AT&T to dictate Intrado's business decisions. Accordingly, Intrado's revised language should be adopted.^{177/}

^{174/} AT&T 13-State Agreement, General Terms and Conditions §§ 13.1.2, 13.1.5, 13.1.6 (Attachment 11).

^{175/} AT&T 13-State Agreement, General Terms and Conditions § 39.2 (Attachment 11).

^{176/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 4.1 (Attachment 1).

^{177/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 4.1 (Attachment 1).

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AT&T Position

AT&T's position is unknown. Its proposed language would require Intrado to start offering services within a certain number of days after approval of the interconnection agreement without regard to Intrado's business plan.^{178/}

E. Assignment and Related Charges (General Terms and Conditions, Sections 6.1.2, 6.3.2)

Issues Presented

Whether Intrado may assign the agreement to an affiliated entity if the affiliated entity also has an interconnection agreement with AT&T and whether AT&T may impose unspecified charges on Intrado for administrative changes.

Intrado Position

AT&T's proposed assignment language limits Intrado's right to assign the interconnection agreement to an affiliate if the affiliate also has an interconnection agreement with AT&T.^{179/} There is no reasonable justification for such a limitation. Intrado should be permitted to assign the interconnection agreement to any affiliate it chooses regardless of whether the affiliate also has an interconnection agreement with AT&T. Further, AT&T's proposed language would give AT&T the unqualified right to impose charges on Intrado for administrative changes such as company code changes.^{180/} Intrado has modified this language to limit any such charges to "reasonable" charges.^{181/} Intrado's revisions should be adopted.^{182/}

^{178/} AT&T 13-State Agreement, General Terms and Conditions § 4.1 (Attachment 11).

^{179/} AT&T 13-State Agreement, General Terms and Conditions § 6.1.2 (Attachment 11).

^{180/} AT&T 13-State Agreement, General Terms and Conditions § 6.3.2 (Attachment 11).

^{181/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 6.3.2 (Attachment 1).

^{182/} Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 6.1.2, 6.3.2 (Attachment 1).

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AT&T Position

AT&T's position is unknown. Its proposed language would unnecessarily limit Intrado's ability to assign the interconnection agreement to certain Intrado affiliates and would impose limitless charges on Intrado for administrative changes.^{183/}

F. Limitation of Liability and Indemnification (General Terms and Conditions, Sections 8.1, 15.1, 15.7, 16.4.2)

Issues Presented

Whether AT&T may limit its liability for fraud or errors that are attributable to AT&T, whether each Party's liability should be limited to direct damages, and whether indemnification should be limited based on whether the underlying legal requirements are applicable.

Intrado Position

AT&T has proposed language that would limit its liability in certain situations.^{184/} Intrado has modified this language to clarify that AT&T's liability is limited only when the underlying fraud or error is not attributable to AT&T.^{185/} In addition, AT&T's proposed language would limit the Parties liability to certain charges.^{186/} Intrado has expanded this language to include both Parties' direct damages rather than their charges for services rendered.^{187/} Finally, Intrado has limited AT&T's proposed language governing indemnification for compliance with the requirements of the Communications Assistance for Law Enforcement Act ("CALEA") to ensure that the indemnification applies only to the extent such requirements

^{183/} AT&T 13-State Agreement, General Terms and Conditions §§ 6.1.2, 6.3.2 (Attachment 11).

^{184/} AT&T 13-State Agreement, General Terms and Conditions §§ 8.1, 15.7 (Attachment 11).

^{185/} Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 8.1, 15.7 (Attachment 1).

^{186/} AT&T 13-State Agreement, General Terms and Conditions § 15.1 (Attachment 11).

^{187/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 15.1 (Attachment 1).

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are applicable to the Parties.^{188/} Intrado's proposed revisions are reasonable and should be adopted.

AT&T Position

AT&T's position is unknown. AT&T's proposed language would limit its liability even for fraud or errors that were caused by it, would not allow the Parties to collect the full extent of their damages, and would require the Parties to indemnify each other for CALEA compliance even though such requirements may not be applicable to the Parties.^{189/}

G. Billing and Payment (General Terms and Conditions, Sections 10.1.5, 10.2, 10.3, 10.5, 10.6.3, 11.2, 11.3)

Issues Presented

Whether disputed charges should be subject to late payments, whether the provision of services under the interconnection agreement may be terminated for non-payment of disputed charges, whether the language governing billing and payment should be reciprocal, and how long payments must be made after disputes are settled.

Intrado Position

AT&T's proposed language includes provisions setting forth the process and procedures for billing and payment of AT&T's charges to Intrado and the process for addressing billing disputes.^{190/} AT&T's proposed interconnection agreement, however, does not include reciprocal provisions for billing and payment of Intrado's charges to AT&T, and in some places, makes the dispute resolution process one-sided in favor of AT&T. As co-carriers and to the extent the

^{188/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 16.4.2 (Attachment 1).

^{189/} AT&T 13-State Agreement, General Terms and Conditions §§ 8.1, 15.1, 15.7, 16.4.2 (Attachment 11).

^{190/} AT&T 13-State Agreement, General Terms and Conditions §§ 10, 11 (Attachment 11).

Parties will be exchanging bills, they should be governed by the same procedures. Intrado has modified the agreement to make provisions applicable to both Parties.^{191/} Intrado's proposed language should be adopted.

In addition, AT&T's proposed language does not include the qualification that late payment charges apply only to undisputed bills that are not paid by the due date.^{192/} Intrado has modified this language to clarify that late charges apply only to undisputed amounts.^{193/} Likewise, Intrado has modified AT&T's proposed language stating that the failure to pay charges – without the qualification of undisputed charges – is grounds for the disconnection of services and facilities provided under the interconnection agreement.^{194/} Neither Party should be penalized in the form of late charges for potential disconnection for disputing a bill. Further, Intrado has revised the due date for payments after disputes are resolved.^{195/} AT&T's proposed language requires payment within ten business days whereas Intrado proposes a more reasonable timeframe of fifteen business days. Intrado's proposed language should be adopted.

AT&T Position

AT&T's position is unknown. Some of AT&T's proposed language does not apply to both Parties equally and would impose late payment charges or would allow termination of services and facilities based on late payment of all charges rather than excluding disputed

^{191/} Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 10.2, 10.3 (Attachment 1).

^{192/} AT&T 13-State Agreement, General Terms and Conditions §§ 10.1.5, 10.5, 10.6.3, 11.2, 11.3 (Attachment 11).

^{193/} Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 10.1.5, 10.5, 10.6.3, 11.2, 11.3 (Attachment 1).

^{194/} Intrado Proposed Interconnection Agreement, General Terms and Conditions, § 11.2 (Attachment 1).

^{195/} Intrado Proposed Interconnection Agreement, General Terms and Conditions §§ 11.2, 11.3 (Attachment 1).

charges.^{196/} In addition, AT&T's language also requires the payment of charges within a short period after the resolution of disputes.^{197/}

H. Carrier Change Orders and Customer Inquiries (General Terms and Conditions, Sections 26.1.1, 38.4)

Issue Presented

Whether the Parties should comply with established requirements for carrier change orders and whether the interconnection agreement should include language indicating that AT&T may provide services to end users similar to those provided by Intrado.

Intrado Position

The language proposed by AT&T with respect to carrier change orders is not consistent with established law. Specifically, there is no requirement under the rules of the FCC or this state that Intrado deliver to AT&T "a representation of authorization" prior to Intrado submitting carrier change orders to AT&T.^{198/} Rather, the rules allow carriers to use various types of authorization, such as electronic authorization or third-party verification, and specifically state that "[a]n executing carrier shall not verify the submission of change in a subscriber's selection of a provider of telecommunications service received from a submitting carrier."^{199/} AT&T's language is inconsistent with the law and Intrado's revised language should be adopted.^{200/} In addition, there is no reason to include in the interconnection agreement AT&T's proposed

^{196/} AT&T 13-State Agreement, General Terms and Conditions §§ 10.1.5, 10.2, 10.3, 10.5, 10.6.3, 11.2, 11.3 (Attachment 11).

^{197/} AT&T 13-State Agreement, General Terms and Conditions §§ 11.2, 11.3 (Attachment 11).

^{198/} AT&T 13-State Agreement, General Terms and Conditions § 26.1.1 (Attachment 11).

^{199/} 47 C.F.R. § 64.1120(a)(2); F.A.C. § 25-4.118.

^{200/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 26.1.1 (Attachment 1).

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language indicating that AT&T may provide services similar to those provided by Intrado.^{201/}

This language should be deleted as proposed by Intrado.^{202/}

AT&T Position

AT&T's position is unknown. It has proposed language that is inconsistent with federal and state carrier change requirements, and has included language in the interconnection agreement regarding its provision of service to end users that is unnecessary.^{203/}

I. Performance Measures (General Terms and Conditions, Section 17.1; Appendix Performance Measures)

Issues Presented

What performance measures apply to AT&T's provision of service under the interconnection agreement.

Intrado Position

AT&T provided Intrado with Appendix Performance Measures (Ohio), which governs AT&T's provision of service Ohio, but did not provide similar appendices for other states.^{204/} Section 17.1 of the General Terms and Conditions indicates that AT&T's sole obligation to pay damages or financial penalties for failure to meet certain performance standards is contained in Appendix Performance Measures.^{205/} If that is the case, Intrado must be provided with similar appendices for each of the states, not just Ohio.

^{201/} AT&T 13-State Agreement, General Terms and Conditions § 38.4 (Attachment 11).

^{202/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 38.4 (Attachment 1).

^{203/} AT&T 13-State Agreement, General Terms and Conditions §§ 26.1.1, 38.4 (Attachment 11).

^{204/} AT&T-13 State Agreement, Appendix Performance Measures (Attachment 11).

^{205/} AT&T 13-State Agreement, General Terms and Conditions § 17.1 (Attachment 11).

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AT&T Position

AT&T's position is unknown. It has only provided a performance measures appendix for Ohio.

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**VII. PRICING (APPENDIX PRICING; APPENDIX INTERCARRIER
COMPENSATION, SECTION 14.4)**

Issue Presented

What AT&T will charge Intrado for interconnection and unbundled network elements (“UNEs”) and the terms and conditions governing such pricing.

Intrado Position

Pursuant to Sections 251(c)(2), 251(c)(3), and 252(d)(1) of the Act, AT&T is required to provide pricing for interconnection and unbundled network elements that is just, reasonable, and nondiscriminatory.^{206/} Likewise, under Florida law, AT&T is required to provide Intrado access to, and interconnection with, its facilities on an unbundled or resold basis at nondiscriminatory prices and rates.^{207/} To date, AT&T has not provided Intrado with all of the rates AT&T intends to charge for interconnection facilities or UNEs, or the terms and conditions governing that pricing. Rather, AT&T has only provided rates, terms, and conditions for Ohio as part of the 13-State Agreement and rates for the old BellSouth states as part of the 9-State Agreement.^{208/} Intrado has not received a comprehensive set of rates for interconnection and UNEs or the terms and conditions governing such pricing.

A sound business plan is contingent upon relative certainty as to the expenditures that will be made for necessary facilities. Intrado’s ability to provide service in AT&T’s service areas will be hindered until AT&T produces all of the rates it proposes to charge for interconnection facilities and UNEs. Similarly, Intrado cannot develop the rates it will charge

^{206/} 47 U.S.C. §§ 251(c)(2), (c)(3), 252(d)(1); *Local Competition Order* ¶ 628.

^{207/} FLA. STAT. ANN. §§ 364.16(3), 364.162(2), (4).

^{208/} AT&T 13-State Agreement, Appendix Pricing (Ohio) (Attachment 11); AT&T 9-State Agreement (Attachment 11).

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AT&T for Intrado facilities until Intrado has the opportunity to review and comment on AT&T's rates for similar services. AT&T must make available all of the prices it intends to charge Intrado for interconnection facilities and UNEs as well as the terms and conditions governing those rates.

With respect to Appendix Pricing for Ohio that Intrado has received, that Appendix contains language regarding Illinois law and requirements.^{209/} Intrado has deleted this language because it has no application to pricing in Ohio.^{210/} In addition, Intrado has modified AT&T's proposed language to require AT&T to develop any new rates for interconnection facilities and UNEs pursuant to the 251/252 process and approval by the Commission rather than by simply posting rates on AT&T's website as AT&T's original language indicates.^{211/} Intrado also modified AT&T's proposed language to reflect industry standard rounding procedures and to eliminate AT&T's ability to impose unspecified non-recurring charges on Intrado.^{212/} Finally, Intrado has revised AT&T's proposed language to ensure that it applies equally to both Parties and gives both Parties reciprocal rights and obligations with respect to the payment of charges.^{213/}

AT&T Position

AT&T's position is unclear. It has not provided Intrado with all of the rates AT&T intends to charge Intrado for interconnection facilities and UNEs or the terms and conditions governing those rates. The pricing information that was provided would allow AT&T to create

^{209/} AT&T 13-State Agreement, Appendix Pricing (Ohio) § 1.5 (Attachment 11).

^{210/} Intrado Proposed Interconnection Agreement, Appendix Pricing (Ohio) § 1.5 (Attachment 1).

^{211/} Intrado Proposed Interconnection Agreement, Appendix Pricing (Ohio) §§ 1.9, 1.10 (Attachment 1).

^{212/} Intrado Proposed Interconnection Agreement, Appendix Pricing (Ohio) §§ 2.2, 2.3, 3.7 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix Intercarrier Compensation § 14.4 (Attachment 1).

^{213/} Intrado Proposed Interconnection Agreement, Appendix Pricing (Ohio) § 3.5 (Attachment 1).

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new rates outside of the 251/252 process, employ non-standard rounding procedures, and impose unilateral obligations and charges on Intrado.

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VIII. DEFINITIONS

- A. **Definition of “Central Office Switch” and “Tandem Office Switch” (General Terms and Conditions, Section 1.1.42; Appendix ITR, Sections 2.1, 2.10; Appendix NIM, Section 2.1)**

Issues Presented

Whether the definitions of “Central Office Switch” and “Tandem Office Switch” should be modified to include E911 Tandem Switches or Selective Routers and whether the definition of “Tandem Office Switch” should be modified to include emergency call routing.

Intrado Position

Intrado has modified the definitions of “Central Office Switch” and “Tandem Office Switch” to clarify that E911 Tandem Switches or Selective Routers are considered Central Office Switches or Tandem Office Switches.^{214/} Intrado’s proposed changes are consistent with the FCC’s recognition that a Selective Router is also known as an “E911 Control Office or E911 Tandem”^{215/} and *Newton’s Telecom Dictionary* definition of a “E911 Control Office” as “the central office that provides tandem switching of 911 calls,” which is also “known as an E-911 Tandem or Selective Router.”^{216/} Further, Intrado has modified the definition of “Tandem Office Switch” to acknowledge that a tandem office switch can be used for emergency call routing.^{217/} This modification comports with *Newton’s* explanation that each PSAP connects to one or more E911 Control Offices and the E911 Control Office “delivers 911 voice calls, with Automatic

^{214/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 1.1.42 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix ITR §§ 2.1, 2.10 (Attachment 1); Intrado Proposed Interconnection Agreement, Appendix NIM § 2.1 (Attachment 1).

^{215/} *VoIP E911 Order* at n.37.

^{216/} Harry Newton, *NEWTON’S TELECOM DICTIONARY* 276 (19th ed. 2003).

^{217/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 1.1.42 (Attachment 1).

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Number Identification, to the PSAP.”^{218/} Intrado’s proposed language is consistent with industry practice and should be adopted.

AT&T Position

AT&T’s position is unknown. Its proposed language did not include E911 Tandems or Selective Routers when defining switches.^{219/}

B. Definition of “End-User” (General Terms and Conditions, Section 1.1.61)

Issue Presented

What definition of “End User” should be used in the interconnection agreement.

Intrado Position

Intrado has modified AT&T’s proposed “End User” definition to include within the definition communications service providers and other governmental and non-governmental customers (*e.g.*, PSAPs or E911 Customers) that subscribe to the telecommunications services provided by any of the Parties at retail.^{220/} Intrado’s revision more accurately describes the types of entities that may be considered “End Users” under the interconnection agreement. This language is consistent with industry practice and should be adopted.

AT&T Position

AT&T’s position is unknown. Its proposed definition does not include all of the entities that may be considered “End Users” of the Parties.

^{218/} Harry Newton, *NEWTON’S TELECOM DICTIONARY* 276 (19th ed. 2003).

^{219/} AT&T 13-State Agreement, General Terms and Conditions § 1.1.42 (Attachment 11); AT&T 13-State Agreement, Appendix ITR §§ 2.1, 2.10 (Attachment 11); AT&T 13-State Agreement, Appendix NIM § 2.1 (Attachment 11).

^{220/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 1.1.42 (Attachment 1).

C. Definition of “Offers Service” (Appendix ITR, Section 2.12)**Issues Presented**

Whether the definition of “Offers Service” should apply to both Parties and include the routing of 911/E911 calls as one of the triggers for determining whether a Party “Offers Service.”

Intrado Position

Intrado has revised AT&T’s proposed language defining what it means to “Offer Service” under the interconnection agreement to make the definition reciprocal to both Parties and include the routing of 911/E911 calls.^{221/} There is no reason for the definition to solely apply to Intrado. In addition, Intrado could be offering services without meeting the arbitrary conditions included in AT&T’s proposed definition.^{222/} Intrado’s proposed language should be adopted.

AT&T Position

AT&T’s position is unclear. Its proposed language addressed only Intrado’s provision of service and did not include the routing of 911/E911 traffic as a trigger for meeting the definition of “Offers Service.”^{223/}

^{221/} Intrado Proposed Interconnection Agreement, Appendix ITR § 2.12 (Attachment 1).

^{222/} AT&T 13-State Agreement, Appendix ITR § 2.12 (Attachment 11).

^{223/} AT&T 13-State Agreement, Appendix ITR § 2.12 (Attachment 11).

IX. MISCELLANEOUS

A. Unbundled Network Elements (Appendix Lawful UNEs, Section 2.10)

Issue Presented

Whether AT&T is required to provide UNEs in parity to itself and other telecommunications carriers.

Intrado Position

AT&T's proposed language states that AT&T will make UNEs available to Intrado at parity with AT&T's provision of UNEs to other telecommunications carriers.^{224/} Intrado has revised this language to require AT&T to provide UNEs to Intrado at parity with AT&T's provision of UNEs *to itself* as well as to other telecommunications carriers, which is consistent with law.^{225/} Intrado's proposed language should be adopted.

AT&T Position

AT&T's position is unknown. Its language did not include the provision of UNEs to itself, only to other carriers.

B. Physical Collocation (Appendix Physical Collocation, Section 2.22)

Issue Presented

Whether Intrado should pay for certain collocation requests as "non-standard" when AT&T has provided similar arrangements to other service providers.

^{224/} AT&T 13-State Agreement, Appendix Lawful UNEs § 2.10 (Attachment 11).

^{225/} Intrado Proposed Interconnection Agreement, Appendix Lawful UNEs § 2.10 (Attachment 1); *see also* 47 C.F.R. § 51.311(a), (b).

Intrado Position

AT&T has proposed language that would permit it to charge Intrado for “non-standard” collocation requests made by Intrado.^{226/} Intrado has revised this language to clarify that AT&T is not permitted to impose “non-standard” charges on Intrado for arrangements that AT&T has provided to other service providers.^{227/} Intrado’s revisions are consistent with the FCC’s determination that if a particular method of interconnection is currently employed between two networks or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures and ILECs bear the burden of demonstrating technical infeasibility.^{228/} Intrado’s proposed language should be adopted.

AT&T Position

AT&T’s position is unknown. Its proposed language would give it the unqualified right to impose charges on Intrado for so-called “non-standard” requests.

C. Inclusion of Appendices (General Terms and Conditions, Section 44)**Issue Presented**

Whether the Parties’ interconnection agreement should reference applicable law rather than incorporate certain AT&T proposed appendices.

^{226/} AT&T 13-State Agreement, Appendix Physical Collocation § 2.22 (Attachment 11).

^{227/} Intrado Proposed Interconnection Agreement, Appendix Physical Collocation § 2.22 (Attachment 1).

^{228/} *Local Competition Order* ¶ 554.

Intrado Position

AT&T's proposed language incorporates by reference various appendices setting forth the terms and conditions for AT&T's obligations under the law.^{229/} Rather than reference and incorporate unnecessary appendices, Intrado has proposed language that would require AT&T to provide certain services such as local number portability and access to rights-of-way pursuant to applicable law.^{230/} Recitation of legal requirements "in an interconnection agreement is unnecessary to ensure a carrier's rights or make clear a carrier's obligations" and adds no value to the agreement.^{231/} Thus, Intrado's proposed language referencing applicable law should be adopted.

AT&T Position

AT&T's position is unknown. Its proposed language references various appendices for its obligations under the law rather than simply referencing applicable law.

D. Services AT&T Is Required to Provide (General Terms and Conditions, Section 2.14)**Issue Presented**

Whether the term "Interconnection" should be included in the listing of services AT&T is required to provide to Intrado.

Intrado Position

AT&T's proposed language lists the types of services it is required to provide to Intrado (such as UNEs, Collocation, and Resale), but excludes Interconnection.^{232/} Intrado has revised

^{229/} AT&T 13-State Agreement, General Terms and Conditions § 44 (Attachment 11).

^{230/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 44 (Attachment 1).

^{231/} *Virginia Arbitration Order* ¶ 33.

^{232/} AT&T 13-State Agreement, General Terms and Conditions § 2.14 (Attachment 11).

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AT&T's proposed language to include Interconnection as one of the services AT&T is required to provide to Intrado pursuant to 251(c)(2).^{233/} Intrado's proposed language should be adopted.

AT&T Position

AT&T's position is unknown. Its proposed language included all other services but Interconnection.^{234/}

E. Capitalization and Consistency of Definitions (Various Appendices, Various Sections)

Issue Presented

Whether certain terms of the interconnection agreement should be capitalized and used consistently throughout the agreement.

Intrado Position

The interconnection agreement defines the terms "Party," "Parties," "Interconnection," and "End User," but does not consistently capitalize those terms throughout the agreement. To the extent a term has been defined, it should be capitalized throughout the agreement in recognition that it is a specifically defined term. Intrado has proposed revised language to accomplish this.^{235/}

^{233/} Intrado Proposed Interconnection Agreement, General Terms and Conditions § 2.14 (Attachment 1); *see also* 47 U.S.C. § 251(c)(2).

^{234/} AT&T 13-State Agreement, General Terms and Conditions § 2.14 (Attachment 11).

^{235/} Intrado Proposed Interconnection Agreement, General Terms and Conditions, Appendix Coordinated Hot Cut, Appendix Physical Collocation, Appendix Virtual Collocation, Appendix Direct, Appendix Directory Listing, Appendix 911, Appendix Interconnection Trunking Requirements ("ITR"), Appendix Network Interconnection Methods ("NIM"), Appendix Operations Support Systems - Resale and UNE, Appendix Operator Services and Directory Assistance, Appendix Out of Exchange Traffic, Appendix Intercarrier Compensation, Appendix Recording, Appendix Lawful UNEs, Appendix White Pages, Appendix Non-Intercompany Settlement, Appendix Pricing (Ohio), Appendix Performance Measures (Attachment 1).

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AT&T Position

AT&T's position is unknown. It appears AT&T sought to define some terms, but did not capitalize those terms throughout the document.

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CONCLUSION

For the foregoing reasons, Intrado respectfully requests that the Commission arbitrate the outstanding issues identified herein and adopt Intrado's proposed language set forth in Attachment 1.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.

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Its Attorneys

Dated: December 21, 2007

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CERTIFICATE OF SERVICE

I, Angela F. Collins, certify that on this 21st day of December 2007, I served an original and two (2) copies of the **CONFIDENTIAL VERSION** and an original and fifteen (15) additional copies of the **PUBLIC VERSION** of Intrado Communications Inc.'s Petition for Arbitration, via Federal Express, on the Florida Public Service Commission and one (1) **CONFIDENTIAL VERSION** on each of the following:

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Angela F. Collins

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LIST OF ATTACHMENTS

NO.	BRIEF DESCRIPTION
1.	<u>CONFIDENTIAL</u> - Intrado Proposed Interconnection Agreement
2.	<u>CONFIDENTIAL</u> - Matrix Summary of Parties' Positions
3.	<u>CONFIDENTIAL</u> - Letter from Karon Ferguson, AT&T, to Thomas Hicks (Oct. 23, 2007)
4.	<u>CONFIDENTIAL</u> - Information Exchange Agreement by and between AT&T-22STATE and Intrado Communications Inc. ("251/252 NDA")
5.	<u>CONFIDENTIAL</u> - Information Exchange Agreement by and between AT&T-22STATE and Intrado Communications Inc. ("Commercial Mutual NDA")
6.	<u>CONFIDENTIAL</u> - Letter from Thomas Hicks, Intrado, to AT&T Contract Management (May 18, 2007)
7.	<u>CONFIDENTIAL</u> - Email correspondence from Michael Cansler, AT&T, to Thomas Hicks, Intrado (June 21, 2007); Email correspondence from Thomas Hicks, Intrado, to Michael Cansler, AT&T (June 26, 2007)
8.	<u>CONFIDENTIAL</u> - Email correspondence from Thomas Hicks, Intrado, to Michael Cansler, AT&T (July 17, 2007)
9.	<u>CONFIDENTIAL</u> - Letter from Eddie Reed, AT&T, to Colleen Lockett, Intrado and accompanying attachments (July 10, 2007)
10.	<u>CONFIDENTIAL</u> - Facsimile correspondence from Intrado to Eddie Reed, AT&T and accompanying attachments (July 27, 2007)
11.	<u>CONFIDENTIAL</u> - Email correspondence from Karla Minnick, AT&T, to Colleen Lockett, Intrado (Aug. 2, 2007), <i>attaching</i> AT&T 13-state template agreement ("AT&T 13-State Agreement")
12.	<u>CONFIDENTIAL</u> - Email correspondence from Karon Ferguson, AT&T, to Colleen Lockett, Intrado (Aug. 30, 2007), <i>attaching</i> AT&T 9-state template agreement ("AT&T 9-State Agreement")
13.	<u>CONFIDENTIAL</u> - Email correspondence from Colleen Lockett, Intrado, to Rebecca Ballesteros, Thomas Hicks, and Cindy Clugy, Intrado (Aug. 30, 2007)
14.	<u>CONFIDENTIAL</u> - Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Aug. 27, 2007), <i>attaching</i> Intrado network diagram; Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Aug. 28, 2007)

LIST OF ATTACHMENTS

15.	<u>CONFIDENTIAL</u> - Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 19, 2007), <i>attaching</i> AT&T September 19 Letter
16.	<u>CONFIDENTIAL</u> - Letter from Eddie Reed, AT&T, to Thomas Hicks, Intrado (Sept. 19, 2007)
17.	<u>CONFIDENTIAL</u> - Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Sept. 23, 2007), <i>attaching</i> Letter from Thomas Hicks, Intrado, to Eddie Reed, AT&T (Sept. 23, 2007) and arbitration awards from Illinois and California
18.	<u>CONFIDENTIAL</u> - Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 24, 2007); Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Sept. 25, 2007); Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 25, 2007); Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Sept. 27, 2007); Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Sept. 27, 2007)
19.	<u>CONFIDENTIAL</u> - Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Oct. 4, 2007), <i>attaching</i> Letter from Eddie Reed, AT&T, to Thomas Hicks, Intrado (Oct. 4, 2007)
20.	<u>CONFIDENTIAL</u> - Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Oct. 8, 2007)
21.	<u>CONFIDENTIAL</u> - Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Oct. 11, 2007), <i>attaching</i> Intrado October 11 Draft
22.	<u>CONFIDENTIAL</u> - Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Dec. 18, 2007), <i>attaching</i> Intrado Proposed Interconnection Agreement
23.	<u>CONFIDENTIAL</u> - Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Dec. 13, 2007), <i>attaching</i> AT&T December 13 Draft
24.	<u>CONFIDENTIAL</u> - Email correspondence from Karon Ferguson, AT&T, to Rebecca Ballesteros, Intrado (Oct. 23, 2007), <i>attaching</i> draft extension letter; Email correspondence from Thomas Hicks, Intrado, to Karon Ferguson, AT&T (Oct. 23, 2007); Email correspondence from Karon Ferguson, AT&T, to Thomas Hicks, Intrado (Oct. 23, 2007)

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN,
NEVADA BELL TELEPHONE COMPANY d/b/a AT&T NEVADA,
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO,
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY d/b/a AT&T
CONNECTICUT,
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T ARKANSAS, AT&T
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND/OR AT&T TEXAS
AND/OR WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN

[add all AT&T affiliates in 22-state region]

SUBJECT INDEX

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SUBJECT

APPENDIX

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Inward Assistance Operator Services.....	INW-4322STATE
Network Interconnection Methods	NIM-4322STATE
Local Number Portability.....	LNP-4322STATE
Numbering.....	NUMBERING-4322STATE
Operations Support Systems – Resale and UNE	OSS-4322STATE
Operator Services and Directory Assistance	OS/DA-4322STATE

DOCUMENT NUMBER-DATE

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Out of Exchange Traffic OET-4322STATE
Inter-carrier Compensation INTERCARRIER COMP-4322STATE
Recording RECORDING-4322STATE
Resale RESALE-13STATE
Structure Access SA-13STATE
Lawful UNEs (Lawful Provision of Access to Unbundled Network Elements) L-UNE-4322STATE
White Pages WP-4322STATE
xDSL and Line Splitting XDSL/LINE SPLITTING-12STATE
Clearinghouse CH-5STATE
Non-Intercompany Settlement NICS-5STATE
Ohio Pricing PRICING-OH
Ohio Pricing Schedule - UNE PRICING SCHEDULE-UNE-OH
Ohio Collocation Rate Summary COLLO-OH
Ohio Performance Measurements PM-OH

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**INTERCONNECTION AND/OR RESALE AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF
1996**

between one or more of

**Illinois Bell Telephone Company d/b/a AT&T Illinois,
Indiana Bell Telephone Company Incorporated d/b/a AT&T
Indiana,
Michigan Bell Telephone Company d/b/a AT&T Michigan,
Nevada Bell Telephone Company d/b/a AT&T Nevada,
The Ohio Bell Telephone Company d/b/a AT&T Ohio,
Pacific Bell Telephone Company d/b/a AT&T California,
The Southern New England Telephone Company d/b/a AT&T
Connecticut,
Southwestern Bell Telephone Company d/b/a AT&T Arkansas,
AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T
Texas,
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin
[include all AT&T affiliates in 22 states]**

and

Intrado Communications Inc.

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INTERCONNECTION AND/OR RESALE AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between one or more of the AT&T Inc. owned ILEC's Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin [add all AT&T affiliates in 22-state region] (only to the extent that the agent for each such AT&T-owned ILEC executes this Agreement for such AT&T-owned ILEC and only to the extent that such AT&T-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and «CLEC Legal Name» Intrado Communications Inc. - ("CLEC"), (a «State of Inc» Delaware corporation), shall apply to the state(s) of «States» [insert 22 states].

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of Lawful unbundled network elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at ~~mutually agreed upon~~ points of interconnection to provide Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the state or states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin [add all AT&T affiliates in 22-state region] is the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to Lawful unbundled network elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Attachments, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 1 of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 General Definitions

- 1.1.1 "**Act**" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.2 "**Access Compensation**" is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.
- 1.1.3 "**Access Service Request**" (ASR) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.4 "**Accessible Letters**" are correspondence used to communicate pertinent information regarding AT&T-4322STATE to the client/End User community.
- 1.1.5 "**Advanced Services**" means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an AT&T-4322STATE Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 1.1.5.2 x.25-based and x.75-based packet technologies, or
 - 1.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.6 "**Affiliate**" is As Defined in the Act.
- 1.1.7 "**Alternate Billing Service**" (ABS) or "**Alternately Billed Traffic**" (ABT) means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.8 "**Applicable Law**" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.9 "**As Defined in the Act**" means as specifically defined by the Act.
- 1.1.10 "**As Described in the Act**" means as described in or required by the Act.
- 1.1.11 "**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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. [add all AT&T affiliates in 22-state region]

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- 1.1.12 "AT&T-2STATE" - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA (and previously referred to as "SBC-2STATE"), the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.1.13 "AT&T-4STATE" - As used herein, AT&T-4STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma (and previously referred to as "SBC-4STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.1.14 "AT&T-7STATE" - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA (and previously referred to as "SBC-7STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.1.15 "AT&T-8STATE" - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT (and previously referred to as "SBC-8STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.1.16 "AT&T-10STATE" - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE (and previously referred to as "SBC-10STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.17 "AT&T-12STATE" - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE (and previously referred to as "SBC-12STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.18 "AT&T-13STATE" - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT (and previously referred to as "SBC-13STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.19 "AT&T ARKANSAS" - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone Company d/b/a AT&T Arkansas (and previously referred to as "SBC Arkansas"), the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.1.20 "AT&T CALIFORNIA" - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as "SBC California"), the applicable AT&T-owned ILEC doing business in California.
- 1.1.21 "AT&T CONNECTICUT" - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut (and previously referred to as "SBC Connecticut"), the applicable above listed ILEC doing business in Connecticut.
- 1.1.22 "AT&T KANSAS" - As used herein, AT&T KANSAS means Southwestern Bell Telephone Company d/b/a AT&T Kansas (and previously referred to as "SBC Kansas"), the applicable AT&T-owned ILEC doing business in Kansas.
- 1.1.23 "AT&T ILLINOIS" - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois (and previously referred to as "SBC Illinois"), the applicable AT&T-owned ILEC doing business in Illinois.
- 1.1.24 "AT&T INDIANA" - As used herein, AT&T INDIANA means Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana (and previously referred to as "SBC Indiana"), the applicable AT&T-owned ILEC doing business in Indiana.

- 1.1.25 **"AT&T MICHIGAN"** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan (and previously referred to as "SBC Michigan"), the applicable AT&T-owned ILEC doing business in Michigan.
- 1.1.26 **"AT&T MIDWEST REGION 5-STATE"** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as "SBC MIDWEST REGION 5-STATE"), the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.1.27 **"AT&T MISSOURI"** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri (and previously referred to as "SBC Missouri"), the applicable AT&T-owned ILEC doing business in Missouri.
- 1.1.28 **"AT&T NEVADA"** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada (and previously referred to as "SBC Nevada"), the applicable AT&T-owned ILEC doing business in Nevada.
- 1.1.29 **"AT&T OHIO"** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio (and previously referred to as "SBC Ohio"), the applicable AT&T-owned ILEC doing business in Ohio.
- 1.1.30 **"AT&T OKLAHOMA"** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma (and previously referred to as "SBC Oklahoma"), the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.1.31 **"AT&T SOUTHWEST REGION 5-STATE"** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas (and previously referred to as "SBC SOUTHWEST REGION 5-STATE"), the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.1.32 **"AT&T TEXAS"** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas (and previously referred to as "SBC Texas"), the applicable AT&T-owned ILEC doing business in Texas.
- 1.1.33 **"AT&T WISCONSIN"** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as "SBC Wisconsin"), the applicable AT&T-owned ILEC doing business in Wisconsin.

[include relevant terms for all AT&T affiliates in 22-state region]

- 1.1.34 **"Automated Message Accounting" (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 1.1.35 **"Bona Fide Request" (BFR)** is the process described in the applicable Appendix Lawful UNEs.
- 1.1.36 **"Business Day"** means Monday through Friday, excluding holidays on which the applicable AT&T-owned ILEC does not provision new retail services and products.
- 1.1.37 **"Busy Line Verification" (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.38 **"CABS"** means the Carrier Access Billing System.
- 1.1.39 **"Calling Name Delivery Service" (CNDS)** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the End User's

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premise between the first and second ring for display on compatible End User premises equipment.

- 1.1.40 **"Central Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an AT&T-4322STATE E911 Selective Router.
- 1.1.41 **"Centralized Message Distribution System" (CMDS)** means the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.
- 1.1.42 **"Central Office Switch" (Central Office)** is a switching entity within or connected to the public switched telecommunications network, including but not limited to:
- 1.1.42.1 **"End Office Switch" or "End Office"** is a switching machine that **directly** terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
- 1.1.42.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect a_{nd} switch trunk circuits between and among other Central Office Switches, including sometimes functioning as E911 Tandem Switches or Selective Routers for emergency call routing. A Tandem Switch does not include a PBX.
- 1.1.43 **"Charge Number"** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.44 **"Claim"** means any pending or threatened claim, action, proceeding or suit.
- 1.1.45 **"Collocation"** is an arrangement where a CLEC leases space at an AT&T-4322STATE premises for the placement of equipment necessary for interconnection or access to AT&T-4322STATE Lawful UNEs.
- 1.1.46 **"Commercial Mobile Radio Services" (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.47 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **"Commissions"** means all of the twenty-two (22) thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:
- 1.1.47.1 the Arkansas Public Service Commission (AR-PSC);
- 1.1.47.2 Public Utilities Commission of the State of California (CA-PUC);
- 1.1.47.3 the Connecticut Department of Public Utility Control (DPUC);
- 1.1.47.4 the Illinois Commerce Commission (IL-CC);
- 1.1.47.5 the Indiana Utilities Regulatory Commission (IN-URC);
- 1.1.47.6 the Kansas Corporation Commission (KS-CC);
- 1.1.47.7 the Michigan Public Service Commission (MI-PSC);
- 1.1.47.8 the Missouri Public Service Commission (MO-PSC);
- 1.1.47.9 the Public Utilities Commission of Nevada (NV-PUC);
- 1.1.47.10 the Public Utilities Commission of Ohio (PUC-OH);
- 1.1.47.11 the Oklahoma Corporation Commission (OK-CC);
- 1.1.47.12 the Public Utility Commission of Texas (PUC-TX); and
- 1.1.47.13 the Public Service Commission of Wisconsin (PSC-WI).
- [add all commissions in AT&T 22-state region]
- 1.1.48 **"Common Channel Signaling" (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a

special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

- 1.1.49 **"Common Language Location Identifier" (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 1.1.50 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.1.51 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by AT&T-4322STATE and forwarded to CLEC.
- 1.1.52 **"Custom Local Area Signaling Service Features" (CLASS)** means certain call-management service features that are currently available from AT&T-4322STATE's local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.1.53 **"Customer Name and Address Information" (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.54 **"Data Interexchange Carrier" (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the AT&T-4322STATE and CLECs interconnecting with its network. This reciprocal exchange of data enables AT&T-4223STATE and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.1.55 **"Declassified" or "Declassification"** means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, ceases to be a Lawful UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as **"Declassified."**
- 1.1.56 **"Delaying Event"** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.1.56.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
 - 1.1.56.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.56.3 any Force Majeure Event.
- 1.1.57 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

- 1.1.58 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.58.1 **"Digital Signal Level 0" (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 1.1.58.2 **"Digital Signal Level 1" (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 1.1.58.3 **"Digital Signal Level 3" (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.59 **"Digital Subscriber Line" (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.60 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.61 **"End Users"** means a third-party residence or business, including communications service providers and other governmental and non-governmental customers (e.g., E911 Customers), that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.62 **"Enhanced Service Provider" (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.63 **"Exchange Access"** is As Defined in the Act.
- 1.1.64 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.65 **"Exchange Message Interface" (EMI)** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.
- 1.1.66 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.
- 1.1.67 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.
- 1.1.68 **"Feature Group D" (FGD)** is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 1.1.69 **"FCC"** means the Federal Communications Commission.
- 1.1.70 **"Fiber Meet"** means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.
- 1.1.71 **"Foreign Exchange" (FX) or "FX-like" service** means a retail service offering which allows FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and

customers in the foreign exchange. "FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the eEnd uUser is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation).

- 1.1.72 "Fraud Monitoring System" means an off-line administration system that monitors suspected occurrences of ABT-related fraud.
- 1.1.73 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.74 "Incumbent Local Exchange Carrier" (ILEC) is As Defined in the Act.
- 1.1.75 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.76 "Integrated Digital Loop Carrier" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 1.1.77 "Integrated Services Digital Network" (ISDN) means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.78 "Interconnection" is As Defined in the Act.
- 1.1.79 "Interconnection Activation Date" is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.1.80 "Interexchange Carrier" (IXC) means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.81 "InterLATA" is As Defined in the Act.
- 1.1.82 "Intermediate Distribution Frame" (IDF) is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.83 "Internet Service Provider" (ISP) is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 1.1.84 "ISP-Bound Traffic" shall mean telecommunications traffic; defined in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"); ~~"ISP Bound Traffic" shall mean exchanged between CLEC and AT&T-1322STATE in which the originating End User of one Party and the ISP served by the other Party are:~~

~~a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or~~

~~b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to,~~

~~mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.~~

- 1.1.85 **"IntraLATA Toli Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 1.1.86 **"Jurisdictional Identification Parameter" (JIP)** is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 1.1.87 **"Lawful,"** when used in relation to unbundling, unbundled network elements, network elements and/or UNEs or activities involving UNEs, means required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.
- 1.1.88 **"Line Information Data Base" (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.
- 1.1.89 **"Local Access Transport Area" (LATA)** is As Defined in the Act.
- 1.1.90 **"Local Exchange Carrier" (LEC)** is As Defined in the Act.
- 1.1.91 **"Local Exchange Routing Guide" (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.92 **"Local Interconnection Trunks/Trunk Groups"** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE.
- 1.1.93 **"Local Loop Transmission", "Lawful Unbundled Local Loop", "Loop"** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the AT&T-4322STATE Serving Wire Center.
- 1.1.94 **"Local Number Portability" (LNP)** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.95 **"Location Routing Number" (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.1.96 **"Local Service Provider" (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.
- 1.1.97 **"Loss" or "Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.1.98 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

- 1.1.99 "**MECOD**" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 1.1.100 "**Meet-Point Billing**" (MPB) refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.1.101 "**Multiple Bill/Single Tariff**" is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 1.1.102 "**Network Data Mover**" (NDM) is an industry standard protocol for transferring information electrically.
- 1.1.103 "**Network Element**" is As Defined in the Act.
- 1.1.104 "**North American Numbering Plan**" (NANP) A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.1.105 "**Numbering Plan Area**" (NPA) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 1.1.106 "**Number Portability**" is As Defined in the Act.
- 1.1.107 "**NXX**" or "**Central Office Code**" is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.108 "**Ordering and Billing Forum**" (OBF) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.1.109 "**Out of Exchange LEC**" (OE-LEC) means «CLEC Legal Name» Intrado Communications Inc. operating within ~~AT&T-1322STATE~~'s incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.
- 1.1.110 "**Out of Exchange Traffic**" is defined as local, transit, or intraLATA traffic to or from a non-AT&T ILEC exchange area.
- 1.1.111 "**Party**" means either CLEC or the AT&T-owned ILEC; use of the term "Party" includes each of the AT&T-owned ILEC(s) that is a party to this Agreement. "**Parties**" means both CLEC and the AT&T-owned ILEC; use of the term "Parties" includes each of the AT&T-owned ILEC(s) that is a party to this Agreement.
- 1.1.112 "**Permanent Number Portability**" (PNP) is a long term method of providing LNP using LRN.

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

1.1.114 "**Physical Collocation**" is as defined in Appendix Physical Collocation.

1.1.115 "**Plain Old Telephone Service**" (POTS) means telephone service for the transmission of human speech.

1.1.116 "**Point of Interconnection**" (POI) is a technically feasible point on the AT&T-4322STATE network (End Office or Tandem building) identified by CLEC where the Parties deliver Section 251(b)(5)/Intra-LATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

1.1.117 "**Port**" is the point of interface/access connection to the AT&T-4322STATE public switched network. This may be a switch line side interface or switch trunk side interface.

1.1.118 "**Rate Center Area**" means the following in each applicable area:

1.1.118.1 AT&T MIDWEST REGION 5-STATE

1.1.118.1.1 "Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

1.1.118.2 AT&T NEVADA

1.1.118.2.1 "Rate Center" denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.

1.1.118.3 AT&T CALIFORNIA

1.1.118.3.1 "Rate Center" denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.

1.1.118.4 AT&T CONNECTICUT

1.1.118.4.1 "Rate Center" means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.

1.1.118.5 AT&T SOUTHWEST REGION 5-STATE

1.1.118.5.1 "Rate Center" means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs.

[insert relevant terms for all states in 22-state territory]

1.1.119 "**Rating Point**" means the V&H coordinates associated with a particular telephone number for rating purposes.

- 1.1.120 "**Referral Announcement**" refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.121 "**Routing Point**" is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.
- 1.1.122 "**Section 251(b)(5) Traffic**" is as defined by Applicable Law, including the rules, regulations and orders of the FCC and courts of competent jurisdiction shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:
- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 1.1.123 "**Service Provider Number Portability**" (SPNP) is synonymous with Permanent Number Portability "PNP".
- 1.1.124 "**Service Switching Point**" (SSP) is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.125 "**Signaling System 7**" (SS7) means a signaling protocol used by the CCS Network.
- 1.1.126 "**Signal Transfer Point**" (STP) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.
- 1.1.127 "**State Abbreviation**" means the following:
- 1.1.127.1 "AR" means Arkansas
 - 1.1.127.2 "CA" means California
 - 1.1.127.3 "CT" means Connecticut
 - 1.1.127.4 "IL" means Illinois
 - 1.1.127.5 "IN" means Indiana
 - 1.1.127.6 "KS" means Kansas
 - 1.1.127.7 "MI" means Michigan
 - 1.1.127.8 "MO" means Missouri
 - 1.1.127.9 "NV" means Nevada
 - 1.1.127.10 "OH" means Ohio
 - 1.1.127.11 "OK" means Oklahoma
 - 1.1.127.12 "TX" means Texas
 - 1.1.127.13 "WI" means Wisconsin
- [insert each state in 22-state territory]

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- 1.1.128 **"Switched Access Detail Usage Data"** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.
- 1.1.129 **"Switched Exchange Access Service"** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 1.1.130 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.1.131 **"Telecommunications"** is As Defined in the Act.
- 1.1.132 **"Telecommunications Carrier"** is As Defined in the Act.
- 1.1.133 **"Telecommunications Service"** is As Defined in the Act.
- 1.1.134 **"Telephone Exchange Service"** is As Defined in the Act.
- 1.1.135 **"Telephone Toll Service"** is As Defined in the Act.
- 1.1.136 **"Third Party"** means any Person other than a Party.
- 1.1.137 **"Toll Billing Exception Service" (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.138 **"Trunk"** means a communication line between two switching systems.
- 1.1.139 **"Trunk-Side"** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.1.140 **"Lawful Unbundled Network Element" or "Lawful UNE"** is as defined in Appendix Lawful UNEs (Lawful Provision of Access to Unbundled Network Elements).
- 1.1.141 **"Virtual Collocation"** is as defined in Appendix Virtual Collocation.
- 1.1.142 **"Wire Center"** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

1.2 Definitions Applicable to AT&T-4221STATE Only

- 1.2.1 **"Main Distribution Frame" (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 1.2.2 **"Serving Wire Center" (SWC)** means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located.
- 1.2.3 **"Universal Digital Loop Carrier" (UDLC)** describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.

1.3 Definitions Applicable to AT&T-7STATE Only

- 1.3.1 **"Line Side"** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.4 Definitions Applicable to AT&T MIDWEST REGION 5-STATE Only

1.4.1 "Line Side" refers to the switch port toward the CLEC's side of the equipment.

[add relevant terms for entire 22-state region]

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

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

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to Section 23, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, AT&T-4322STATE Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a "Referenced Instrument"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

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

2.5 Tariff References

2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the CLEC and only the AT&T-4322STATE ILEC(s) that operates within that jurisdiction. Further, it is

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understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

- 2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.
- 2.5.3 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T-1322 STATE, as such tariffs may be modified from time to time.
- 2.5.4 Wherever the term "customer" is used in connection with AT&T SOUTHWEST REGION 5-STATE's retail tariffs, the term "customer" means the ultimate "consumer" or the "eEnd uUser" of any tariffed service.
- 2.6 Conflict in Provisions
- 2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.
- 2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.
- 2.6.3 In AT&T CONNECTICUT only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with AT&T CONNECTICUT, such DPUC-ordered tariffs will prevail.
- 2.7 Joint Work Product
- 2.7.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 2.8 Severability
- 2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Lawful Unbundled Network Elements as a total arrangement and it is intended to be nonseverable.
- 2.9 Incorporation by Reference
- 2.9.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all attachments, appendices and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in this Agreement (including any and all attachments, appendices and/or schedules hereto), and all such Provisions are integrally related.

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by AT&T-4322STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). AT&T-4322STATE has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. ~~If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 12.~~

~~2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that the PUC-OH's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.~~

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.

2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 12.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, AT&T-4322STATE's obligations under this Agreement shall apply only to:

2.12.1.1 the specific operating area(s) or portion thereof in which AT&T-4322STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and

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- 2.12.1.2 assets that AT&T-4322STATE owns or leases and which are used in connection with AT&T-4322STATE's provision to CLEC of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").
- 2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which AT&T-4222STATE agrees to provide CLEC with access to Lawful unbundled network elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-4222STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-4222STATE is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T-4222STATE's incumbent local exchange areas. AT&T-4222STATE has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-4222STATE's incumbent local exchange areas. In addition, AT&T-4222STATE is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-4222STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in AT&T-4222STATE's current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T-4222STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T-4222STATE has been approved by the relevant state Commission and is in effect.
- 2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by AT&T-4222STATE under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above, and require only the provision of Lawful UNEs, regardless of whether the term "Lawful" is used as part of the reference to unbundled network elements.

2.13 Affiliates

- 2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind AT&T-4322STATE, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between AT&T-4322STATE and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein until either AT&T-4322STATE or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term.

Notwithstanding the foregoing, the existing Agreement will not supercede a currently effective interconnection agreement between any such CLEC Affiliate and AT&T-4322STATE until the expiration of such other agreement.

- 2.14 This Agreement sets forth the terms and conditions pursuant to which AT&T-4322STATE agrees to provide CLEC with Interconnection, access to Lawful UNEs, Collocation and Resale in AT&T-4322STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that AT&T-4322STATE is only obligated to make available Interconnection, Lawful UNEs, Collocation and Resale to CLEC in AT&T-4322STATE's incumbent local exchange areas. AT&T-4322STATE has no obligation to provide Lawful UNEs, Collocation and Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-4322STATE's incumbent local exchange areas. In addition, AT&T-4322STATE is not obligated to provision Lawful UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of AT&T-4322STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Interconnection Agreement, and any associated provisions set in the Attachments, Appendices, Schedules and/or Exhibits in the CLEC's current Interconnection Agreement (including but not limited to the associated Interconnection, Lawful UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to CLEC for provisioning services within an AT&T-4322STATE incumbent local exchange area(s) in the State in which the CLEC's Interconnection Agreement has been approved by the Commission and is in effect.

3. NOTICE OF CHANGES -- SECTION 251(c)(5)

- 3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules"). AT&T-4322STATE will not discontinue any Lawful UNE, Interconnection arrangement, function, facility, product or service (excluding Resale Services), that AT&T-4322STATE is required to provide to CLEC under this Agreement unless and until: (i) AT&T-4322STATE provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to AT&T-4322STATE's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following AT&T-4322STATE's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 ~~Intentionally Omitted. Upon approval by the Commission, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within _____ calendar days and to residential End Users within _____ calendar days.~~
- 4.2 AT&T-4322STATE and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.
- 4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T-4322STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties

are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

- 4.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

5. INSURANCE

- 5.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 5.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 5.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$1,000,000 are also required if this Agreement involves collocation or structure access. AT&T-4322STATE, its affiliates, officers, agents and employees, shall be listed as additional insured on the Commercial General Liability policy. A waiver of subrogation shall be in favor of AT&T-4322STATE. The liability policies shall be primary and non-contributory from any insurance that is maintained by AT&T-4322STATE.
- 5.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 5.1.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in this Section.
- 5.1.5 The Parties agree that companies affording the insurance coverage required under this Section shall have a rating of A or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 5.1.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 5.1.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 5.1.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

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- 5.1.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 5.1.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 5.1.8 This Section 5.1 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 5.2 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert its appropriate state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Lawful Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

6. ASSIGNMENT

6.1 Assignment of Contract

- 6.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of AT&T-4322STATE. Any attempted assignment or transfer that is not permitted is void *ab initio*.
- 6.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to AT&T-4322STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. ~~Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with AT&T-43STATE under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.~~

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

- 6.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per eEnd uUser record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.

6.3 Company Code Change

- 6.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a CLEC Company Code Change. For the purposes of this Section, "assets" means any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under that Agreement. CLEC shall provide AT&T-4322STATE with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain AT&T-4322STATE's consent. AT&T-4322STATE shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, AT&T-4322STATE's consent to any CLEC Company Code

Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.

- 6.3.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each eEnd uUser record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Lawful UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement. In addition, CLEC shall pay any and all reasonable charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.
- 6.4 Assignment of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service.
- 6.4.1 Any assignment or transfer of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide AT&T-4322STATE with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.
- 6.4.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to eEnd uUsers. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. The acquiring CLEC shall also submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Lawful UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.
- 6.5 Project Coordination
- 6.5.1 AT&T-4322STATE will provide project management support to effectuate changes of the types identified in Section 6.5.2.
- 6.5.2 AT&T-4322STATE will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should AT&T-4322STATE's most current version of LSOR or ASOR guidelines not support the required order activity, AT&T-4322STATE will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to AT&T-4322STATE any and all information AT&T-4322STATE reasonably requests to effectuate such changes.

- 6.6 When an End User changes its service provider from AT&T-1322STATE to CLEC or from CLEC to AT&T-1322STATE and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number.
- 6.6.1 The following pertains to AT&T ILLINOIS, AT&T WISCONSIN and AT&T CALIFORNIA only:
- 6.6.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 6.7 The following applies to AT&T INDIANA only:
- 6.7.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(l)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 6.8 The following applies to AT&T MICHIGAN only:
- 6.8.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 6.9 The following applies to AT&T OHIO only:
- 6.9.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 6.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 6.11 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 6.12 This Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.
- 6.13 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or

performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

7. EFFECTIVE DATE, TERM AND TERMINATION

- 7.1 In AT&T-4322STATE, with the exception of AT&T OHIO, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In AT&T OHIO, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on ~~«ExpirationDate»~~ three (3) years from the Effective Date, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within ~~six~~ twelve (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire ~~four~~ (4) years from the Effective Date on ~~«ExpDT2»~~ (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 7.3 or 7.4.
- 7.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 7.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 7.4 If pursuant to Section 7.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 7.5 and 7.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 7.4 other than its obligations under Sections 7.5 and 7.6.
- 7.5 Upon termination or expiration of this Agreement in accordance with Sections 7.2, 7.3 or 7.4:
- 7.5.1 Each Party shall continue to comply with its obligations set forth in Section 42, Scope of this Agreement; and
- 7.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 10.4 hereof;
- 7.5.3 Each Party's confidentiality obligations shall survive; and
- 7.5.4 Each Party's indemnification obligations shall survive.
- 7.6 If either Party serves notice of expiration pursuant to Section 7.2 or Section 7.4, CLEC shall have ~~ten~~ thirty (30) calendar days to provide AT&T-4322STATE written confirmation if CLEC wishes to pursue a successor agreement with AT&T-4322STATE or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with AT&T-4322STATE, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with AT&T-4322STATE under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

- 7.7 If written notice is not issued pursuant to Section 7.2, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which AT&T-1322STATE received CLEC's Section 252(a)(1) request.
- 7.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with AT&T-1322STATE for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following AT&T-1322STATE's receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 7.5 of this Agreement.
- 7.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T-1322STATE in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the AT&T-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 7.5 of this Agreement.
- 7.10 In the event of termination of this Agreement pursuant to Section 7, AT&T-1322STATE and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

8. END USER FRAUD

- 8.1 AT&T-1322STATE shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Traffic (ABT) that is not attributable to AT&T-22STATE. ABT is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABT calls: calling card, collect, and third number billed calls.
- 8.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 8.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 8.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 8.4 AT&T-4020STATE, AT&T CALIFORNIA and AT&T CONNECTICUT will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable

LIDB. AT&T CALIFORNIA will provide such alert messages by e-mail. AT&T-1020STATE and AT&T CONNECTICUT will provide via fax.

8.4.1 AT&T SOUTHWEST REGION 5-STATE (on behalf of itself and AT&T CONNECTICUT) and AT&T CALIFORNIA will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud for CLEC using the same criteria AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA use to monitor fraud on their respective accounts.

8.4.2 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.

8.4.3 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

8.5 In AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA ABT-related alerts are provided to CLEC at no additional charge, except as related in 8.6 below.

8.6 In AT&T CALIFORNIA 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing. For terms and conditions for TARS, see Appendix Resale.

9. ASSURANCE OF PAYMENT

9.1 Upon request by AT&T-1322STATE, CLEC will provide AT&T-1322STATE with adequate assurance of payment of amounts due (or to become due) to AT&T-1322STATE.

9.2 Assurance of payment may be requested by AT&T-4221STATE if:

9.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to AT&T-1322STATE for charges incurred as a CLEC; or

9.2.2 in AT&T-4221STATE's reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or

9.2.3 CLEC fails to timely pay a bill rendered to CLEC by AT&T-4221STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 11.3); or

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

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

9.3.1 a cash security deposit in U.S. dollars held by AT&T-4221STATE ("Cash Deposit") or

9.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-4221STATE naming the AT&T-owned ILEC(s) designated by AT&T-4221STATE as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to AT&T-4221STATE ("Letter of Credit").

- 9.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-4221STATE, for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by AT&T-4221STATE under this Agreement.
- 9.3.3.1 Notwithstanding anything else set forth in this Agreement, AT&T SOUTHWEST REGION 5-STATE will not request assurance of payment of charges reasonably anticipated by AT&T SOUTHWEST REGION 5-STATE to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, AT&T SOUTHWEST REGION 5-STATE may request assurance of payment of charges reasonably anticipated by AT&T SOUTHWEST REGION 5-STATE to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC.
- 9.3.3.2 Notwithstanding anything else set forth in this Agreement, AT&T SOUTHWEST REGION 5-STATE will not request assurance of payment of charges reasonably anticipated by AT&T SOUTHWEST REGION 5-STATE to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.
- 9.4 To the extent that AT&T-4221STATE elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 9.5 A Cash Deposit will accrue interest, however, AT&T-4221STATE will not pay interest on a Letter of Credit.
- 9.6 AT&T-4221STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 9.6.1 CLEC owes AT&T-4221STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 9.6.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
- 9.6.3 The expiration or termination of this Agreement.
- 9.7 If AT&T-4221STATE draws on the Letter of Credit or Cash Deposit, upon request by AT&T-4221STATE, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 9.3.
- 9.8 Notwithstanding anything else set forth in this Agreement, if AT&T-4221STATE makes a request for assurance of payment in accordance with the terms of this Section, then AT&T-4221STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished AT&T-4221STATE with the assurance of payment requested; provided, however, that AT&T-4221STATE will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.
- 9.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-4221STATE may also invoke the provisions set forth in Section 11.5 through Section 11.7.
- 9.9 A cash deposit held by AT&T-4221STATE shall be returned to CLEC at the expiration of twelve months from the date the CLEC receives its first bill under this Agreement after paying the cash deposit, so long

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as CLEC made satisfactory payment of all charges billed under this Agreement during that twelve month period. For purposes of the preceding sentence, "satisfactory payment" shall mean that payment was made after the date the bill is due no more than one time during the twelve month period and that no payment was made by a check that was subsequently dishonored. If the CLEC does not meet these refund criteria, the deposit may be retained for an additional six months, at the end of which another review will be made to determine whether CLEC has made satisfactory payment (as defined in the preceding sentence) of all charges within the twelve months immediately preceding that review.

- 9.10 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-4221STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 9.11 For adequate assurance of payment of amounts due (or to become due) to AT&T CONNECTICUT, see the applicable DPUC ordered tariff.

10. BILLING AND PAYMENT OF CHARGES

- 10.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.
- 10.1.1 Remittance in full of all bills rendered by AT&T-10STATE and AT&T CALIFORNIA is due within thirty (30) calendar days of each bill date (the "Bill Due Date"). Payment must be made in accordance with the terms set forth in Section 10.3 of this Agreement.
- 10.1.2 Remittance in full of all bills rendered by AT&T NEVADA is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the "Bill Due Date."
- 10.1.3 Remittance in full of all bills rendered by AT&T CONNECTICUT is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the "Bill Due Date."
- 10.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the "Bill Due Date").
- 10.1.5 If CLEC fails to remit payment for any undisputed charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-4221STATE as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided below, as applicable.
- 10.1.5.1 If any charge incurred under this Agreement that is billed out of any AT&T-8STATE billing system other than the AT&T SOUTHWEST REGION 5-STATE Customer Records Information System (CRIS) is Past Due, the unpaid undisputed amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable AT&T-8STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any AT&T-8STATE billing system other than AT&T SOUTHWEST REGION 5-STATE's CRIS will comply with the process set forth in the applicable AT&T-8STATE intrastate access services tariff for that state.

10.1.5.2 If any charge incurred under this Agreement that is billed out of AT&T SOUTHWEST REGION 5-STATE's CRIS is Past Due, the unpaid undisputed amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to AT&T SOUTHWEST REGION 5-STATE CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T SOUTHWEST REGION 5-STATE intrastate retail tariff governing Late Payment Charges to AT&T SOUTHWEST REGION 5-STATE's retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of AT&T SOUTHWEST REGION 5-STATE's CRIS will be governed by the AT&T SOUTHWEST REGION 5-STATE intrastate retail tariff governing Late Payment Charges to AT&T SOUTHWEST REGION 5-STATE's retail End Users that are business End Users in that state.

10.1.5.3 If any charge incurred under this Agreement that is billed out of any AT&T MIDWEST REGION 5-STATE billing system is Past Due, the unpaid undisputed amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.

10.2 If any charge incurred by AT&T-13STATE either Party under this Agreement is Past Due, the unpaid undisputed amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-1322STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

10.3 CLEC The Parties shall make all payments to the other Party AT&T-12STATE via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by that Party AT&T-12STATE. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX transaction set. CLEC and AT&T-1221STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by the other Party AT&T-12STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. Neither Party AT&T-12STATE is not liable for any delays in receipt of funds or errors in entries caused by CLEC the other Party or Third Parties, including CLEC a Party's financial institution. CLEC Each Party is responsible for its own banking fees.

10.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC Each Party is responsible for any Late Payment Charges resulting from CLEC the Party's failure to use electronic funds credit transfers through the ACH network.

10.3.2 CLEC and AT&T CONNECTICUT must make all payments to AT&T CONNECTICUT in "immediately available funds." For Connecticut, All payments to AT&T CONNECTICUT must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by either Party AT&T CONNECTICUT. If CLEC either Party makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If either Party CLEC makes payment through funds transfer via the ACH network, CLEC the Party must use the CCD+ or the CTX transaction set. CLEC and AT&T CONNECTICUT will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by AT&T CONNECTICUT no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T CONNECTICUT Neither

Party is ~~not~~ liable for any delays in receipt of funds or errors in entries caused by the other Party CLEC or Third Parties, including CLECa Party's financial institution. CLECEach Party is responsible for its own banking fees.

- 10.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item listed in Section 12.4.1. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts [other than disputed charges arising from Appendix Intercarrier Compensation] into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.
- 10.5 ~~Intentionally Omitted. Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.1.5.~~
- 10.6 Requirements to Establish Escrow Accounts.
- 10.6.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:
- 10.6.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- 10.6.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 10.6.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.
- 10.6.2 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
- 10.6.2.1 The escrow account must be an interest bearing account;
- 10.6.2.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
- 10.6.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
- 10.6.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
- 10.6.2.5 disbursements from the escrow account will be limited to those:
- 10.6.2.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
- 10.6.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.7; or
- 10.6.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 12.7.
- 10.6.3 ~~Intentionally Omitted. Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.1.5.~~

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- 10.6.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 12.
- 10.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
- 10.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
- 10.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
- 10.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
- 10.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 10.1.5.
- 10.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 10.7.1.1 and Section 10.7.1.3 are completed within the times specified therein.
- 10.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 10.7 shall be grounds for termination of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.
- 10.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 10.9.1 Each additional copy of any bill provided for billing from AT&T SOUTHWEST REGION 5-STATE's CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.
- 10.9.2 Bills provided to CLEC from AT&T SOUTHWEST REGION 5-STATE's CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.
- 10.10 Exchange of Billing Message Information
- 10.10.1 AT&T-4322STATE will provide CLEC a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services provided hereunder ("Customer Usage Data"). Such Customer Usage Data will be provided by AT&T-4322STATE in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each AT&T-owned ILEC. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service to the extent that similar usage sensitive information is provided to retail End Users of AT&T-4322STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T-4322STATE in connection with Resale Service provided by AT&T-4322STATE. Procedures and processes for implementing the interfaces with AT&T-4322STATE will be included in implementation requirements documentation.

- 10.10.2 To establish file transmission for the Daily Usage File, CLEC must provide to AT&T-1322STATE a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 10.10.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by AT&T-1322STATE through Resale will be forwarded to CLEC as rated call detail on the DUF.
- 10.10.4 AT&T SOUTHWEST REGION 5-STATE will bill CLEC for Usage Extract furnished by AT&T SOUTHWEST REGION 5-STATE in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information Data (Daily Usage) per message" or "Provision of Message Detail a.k.a. Daily Usage File (DUF)."
- 10.10.5 Interexchange call detail on Resale Services that is forwarded to AT&T-1322STATE for billing, which would otherwise be processed by AT&T-1322STATE for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T-1322STATE records the message.
- 10.11 When CLEC serves its eEnd uUser via switch-based service, both Parties will settle tariffed ABT charges for calls accepted by each Party's eEnd uUsers, except in AT&T Connecticut. The originating Party will pay the Party that has the billable eEnd uUser a Billing and Collection (B&C) fee per billed message as set forth in the pricing schedule.

11. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 11.1 If a Party is furnished Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 11.1 through 11.7, inclusive, shall be applied separately for each such state.
- 11.2 Failure to pay undisputed charges shall be grounds for disconnection of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any undisputed charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ~~ten~~ fifteen (105) Business Days following receipt of the Billing Party's notice of Unpaid Charges.
- 11.2.1 AT&T INDIANA will also provide any written notification to the Indiana Utility Regulatory Commission as required by rule 170 IAC 7-6.
- 11.2.2 AT&T KANSAS will also provide any written notification to the Kansas Corporation Commission as required by Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 11.2.3 AT&T MISSOURI will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.
- 11.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ~~ten~~ fifteen (105) Business Days following receipt of the Billing Party's notice of Unpaid Charges:
- 11.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 12.4.1 of this Agreement, together with the reasons for its dispute; and
- 11.3.2 pay all undisputed Unpaid Charges to the Billing Party; and

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- 11.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Inter-carrier Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 10.6; and
- 11.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.6 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Inter-carrier Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Inter-carrier Compensation] has been deposited into an escrow account that complies with Section 10.6 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 12.
- 11.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 12.
- 11.5 **AT&T-4221STATE**
- 11.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 11.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 10.6 within the time specified in Section 11.3, (c) timely furnish any assurance of payment requested in accordance with Section 9 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:
- 11.5.1.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or
- 11.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement.
- 11.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 11.5.1, Section 11.5.1.1 and Section 11.5.1.2:
- 11.5.2.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
- 11.5.2.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.
- 11.6 **AT&T MIDWEST REGION 5-STATE** only
- 11.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 11.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,
- 11.6.1.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

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11.6.1.2 discontinue providing any Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

11.6.1.2.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by AT&T INDIANA will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.

11.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.

11.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

11.7 AT&T-7STATE only

11.7.1 Any demand provided by AT&T-7STATE to CLEC under Section 11.5.1 will further specify that upon disconnection of CLEC, AT&T-7STATE will cause CLEC's End Users that are provisioned through Resale Services to be transferred to AT&T-7STATE local service.

11.7.1.1 A copy of the demand provided to CLEC under Section 11.7.1 will be provided to the Commission.

11.7.2 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 11.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

11.7.2.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

11.7.2.2 disconnect any Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

11.7.2.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by AT&T KANSAS will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

11.7.3 On the same date that Resale Services to CLEC are disconnected, AT&T-7STATE will transfer CLEC's End Users provisioned through Resale Services to AT&T-7STATE's local service. To the extent available at retail from AT&T-7STATE, the Resale End Users transferred to AT&T-7STATE's local service will receive the same services that were provided through CLEC immediately prior to the time of transfer; provided, however, AT&T-7STATE reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

11.7.3.1 Notwithstanding any inconsistent provisions in this Agreement, the transfer of Resale End Users to AT&T MISSOURI will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

11.7.3.2 AT&T-7STATE will inform the Commission of the names of all Resale End Users transferred through this process.

11.7.3.3 Conversion charges and service establishment charges for transferring Resale End Users to AT&T-7STATE as specified in Section 11.7.3 will be billed to CLEC.

11.7.3.4 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 11.7.2. AT&T-7STATE has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the transfer of any Resale End Users to AT&T-7STATE local service in connection with such disconnection.

11.7.4 Within five (5) calendar days following the transfer, AT&T-7STATE will notify each transferred Resale End User that because of CLEC's failure to pay AT&T-7STATE, the End User's local service is now being provided by AT&T-7STATE. This notice will also advise each transferred Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new Local Service Provider.

11.7.4.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Missouri Resale End Users will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

11.7.4.1.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Kansas Resale End Users will comply with Kansas Corporation Commission Order No. 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

11.7.5 The transferred Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 11.7.3.3.

11.7.6 If any Resale End User transferred to AT&T-7STATE's local service under Section 11.7.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer, AT&T-7STATE may terminate the transferred Resale End User's service.

11.7.6.1 AT&T-7STATE will notify the Commission of the names of all transferred Resale End Users whose local service was terminated pursuant to Section 11.7.5.

11.7.6.2 Nothing in this Agreement shall be interpreted to obligate AT&T-7STATE to continue to provide local service to any transferred Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights AT&T-7STATE has with regard to such transferred Resale End Users under Applicable Law; provided, however,

11.7.6.2.1 in AT&T CALIFORNIA only, following expiration of the selection period and disconnection of such transferred Resale End Users, where facilities permit, AT&T CALIFORNIA will furnish transferred and subsequently disconnected local residential End Users with "quick dial tone."

11.8 AT&T CONNECTICUT only

11.8.1 For nonpayment and procedures for disconnection for AT&T CONNECTICUT, see the applicable DPUC ordered tariff.

11.9 Limitation on Back-billing and Credit Claims:

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

11.9.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

11.9.1.2 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, Unbundled Network Elements, Collocation, facilities, functions, product and

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services purchased under this Agreement. Inter-carrier Compensation is specifically excluded from this Section and is addressed separately in the Inter-carrier Compensation Attachment.

[include language for all AT&T affiliates throughout 22-state territory]

12. DISPUTE RESOLUTION

12.1 Finality of Disputes

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

12.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

12.2 Alternative to Litigation

12.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

12.3 Commencing Dispute Resolution

12.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

12.3.1.1 Service Center (AT&T MIDWEST REGION 5-STATE), LSC (AT&T-7STATE) or LEC-C (AT&T CONNECTICUT) or Collocation Service Center (CSC);

12.3.1.2 Informal Dispute Resolution; and

12.3.1.3 Formal Dispute Resolution, each of which is described below.

12.4 LSC/Service Center/LEC-C or CSC Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to AT&T-4322STATE for Disputed Amounts must be made on the "13 Billing Claims Dispute Form".

12.4.1 If the written notice given pursuant to Section 12.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 12.4 shall be used and the dispute shall first be referred to the appropriate service center AT&T MIDWEST REGION 5-STATE Service Center; AT&T-7STATE Local Service Center (LSC); AT&T CONNECTICUT Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish AT&T-4322STATE written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 12.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 10.6 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Lawful Unbundled Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 12.4.1 not later than

twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC's irrevocable and full waiver of its right to dispute the subject charges.

12.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on AT&T-4322STATE's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 12.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, AT&T-4322STATE will notify CLEC of the status of the dispute and the expected resolution date.

12.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 12.4.1), AT&T-4322STATE will notify CLEC of the status of the dispute and the expected resolution date.

12.4.4 Any notice of Disputed Amounts given by AT&T-4322STATE to CLEC pursuant to Section 12.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that AT&T-4322STATE disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided AT&T-4322STATE furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify AT&T-4322STATE of the status of the dispute and the expected resolution date.

12.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 12.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 12.5 of this Agreement.

12.5 Informal Resolution of Disputes

12.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 12.3 or Section 12.4.5, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.6 Formal Dispute Resolution

12.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 12.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 12.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 12.3.

12.6.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 12.7 below:

12.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 12.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 12.3, the Parties will annualize the actual number of months billed.

12.6.3 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 12.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

12.6.4 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

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

12.6.4.2 Actions to compel compliance with the Dispute Resolution process.

12.6.4.3 All claims arising under federal or state statute(s), including antitrust claims.

12.7 Arbitration

12.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in **Dallas, Texas (AT&T SOUTHWEST REGION 5-STATE); Chicago, Illinois (AT&T MIDWEST REGION 5-STATE); San Francisco, California (AT&T CALIFORNIA); Reno, Nevada (AT&T NEVADA); or New Haven, Connecticut (AT&T CONNECTICUT)**, as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

13. AUDITS – APPLICABLE IN AT&T-4221STATE ONLY

13.1 Subject to the restrictions set forth in Section 22 "Confidentiality" and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this

Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

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

13.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; ~~provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice.~~ Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

13.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End Users of Audited Party.

13.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

13.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 10.1 (depending on the AT&T-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available or seek dispute resolution under Section 12.3.

13.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, ~~subject to reimbursement by Audited Party of one quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder~~

by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

13.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 13.1. Any additional audit shall be at the requesting Party's expense.

13.2 Audits - AT&T CONNECTICUT only

13.2.1 Except as provided in Appendix Compensation, AT&T CONNECTICUT shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by AT&T CONNECTICUT, CLEC and all other CLECs doing business with AT&T CONNECTICUT under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of AT&T CONNECTICUT's billing and invoicing.

13.2.2 AT&T CONNECTICUT will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate AT&T CONNECTICUT employees, books, records and other documents reasonably necessary to perform the audit.

13.2.3 AT&T CONNECTICUT shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to AT&T CONNECTICUT by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. AT&T CONNECTICUT will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from AT&T CONNECTICUT, however, AT&T CONNECTICUT shall be entitled to recover interest at the interest rate referenced in Section 10.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to AT&T CONNECTICUT.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

14.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, LAWFUL UNBUNDLED NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

15. LIMITATION OF LIABILITY

15.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall be limited to direct damages, not exceed in total the

amount ~~AT&T-13STATE~~ or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, or functions, facilities, products and service(s) that were not performed or provided or were improperly performed or provided.

- 15.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 15.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section.
- 15.4 Neither CLEC nor ~~AT&T-4322STATE~~ shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 16 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 15.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.
- 15.5 ~~AT&T-4322STATE~~ shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation Equipment unless the damage is caused by ~~AT&T-4322STATE~~'s gross negligence or willful misconduct. ~~AT&T-4322STATE~~ does not guarantee or make any warranty with respect to Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services when used in an explosive atmosphere.
- 15.6 CLEC hereby releases ~~AT&T-4322STATE~~ from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to ~~AT&T-4322STATE~~ under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.

- 15.7 AT&T-1322STATE shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service unless attributable to AT&T-22STATE.
- 15.8 This Section 15 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

16. INDEMNITY

- 16.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 16.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 16.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Lawful Unbundled Network Element, Collocation, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 16.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement involving:
- 16.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

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- 16.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement.
- 16.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:
- 16.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services; provided under this Agreement; and
- 16.4.1.2.2 no infringement would have occurred without such modification.
- 16.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA, as applicable.
- 16.5 CLEC acknowledges that its right under this Agreement to Interconnect with AT&T-1322STATE's network and to unbundle and/or combine AT&T-1322STATE's Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.
- 16.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI for Declaratory Ruling. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.
- 16.5.1.1 AT&T-1322STATE agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each Lawful UNE necessary for CLEC to use such Lawful UNE in the same manner as AT&T-1322STATE.
- 16.5.1.2 AT&T-1322STATE shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any Lawful UNE in a different manner than used by AT&T-1322STATE.
- 16.5.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, AT&T-1322STATE shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to AT&T-1322STATE under the vendor contract and the terms of the contract (excluding cost terms). AT&T-1322STATE shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

- 16.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 18.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the Lawful UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that Lawful UNE including AT&T-4322STATE.
- 16.5.2 AT&T-4322STATE hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) in AT&T-4322STATE's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with Lawful UNEs are vendor licenses and warranties and are a part of the Intellectual Property rights AT&T-4322STATE agrees in Section 16.5.1.1 to use its best efforts to obtain.
- 16.5.3 AT&T-4322STATE does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with AT&T-4322STATE's network and unbundling and/or combining AT&T-4322STATE's Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with Lawful UNEs shall be vendor's indemnities and are a part of the Intellectual Property rights AT&T-4322STATE agrees in Section 16.5.1.1 to use its best efforts to obtain.
- 16.6 CLEC shall reimburse AT&T-4322STATE for damages to AT&T-4322STATE's facilities utilized to provide Collocation, Interconnection or Lawful UNEs hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of AT&T-4322STATE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than AT&T-4322STATE. Upon reimbursement for damages, AT&T-4322STATE will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by AT&T-4322STATE for the damages to the extent of such payment.
- 16.7 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Appendix DSL and/or the applicable commission-ordered tariff, as appropriate) to be deployed or used in connection with or on AT&T-4322STATE facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("Indemnitee's") facilities.
- 16.8 Indemnification Procedures
- 16.8.1 Whenever a claim shall arise for indemnification under this Section 16, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 16.8.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 16.8.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying

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Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

16.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

16.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

16.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

16.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

16.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

16.8.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 22.

17. PERFORMANCE MEASURES

17.1 Attachment Performance Measures provides monetary payments for failure to meet specified performance standards. The provisions of that Attachment constitute the sole obligation of AT&T-1322STATE to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

18. INTELLECTUAL PROPERTY

18.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

19. NOTICES

19.1 Subject to Section 19.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and, unless otherwise expressly provided by this Agreement to be delivered to another representative or point of contact, shall be

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- 19.1.1 delivered personally;
- 19.1.2 delivered by express overnight delivery service;
- 19.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or
- 19.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in sections 19.1.1, 19.1.2, or 19.1.3.
- 19.1.5 Notices will be deemed given as of the earliest of:
- 19.1.5.1 the date of actual receipt,
 - 19.1.5.2 the next Business Day when sent via express overnight delivery service,
 - 19.1.5.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or
 - 19.1.5.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

19.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	AT&T-4322STATE CONTACT
NAME/TITLE	«NoticesName» Intrado Communications Inc. «NoticesTitle» Director – Regulatory Compliance	Contract Management ATTN: Notices Manager
STREET ADDRESS	«NoticesAddress1» 1601 Dry Creek Drive «NoticesAddress2»	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	«NoticesCity», «NoticesState» «NoticesZip» Longmont, CO 80503	Dallas, TX 75202-5398
FACSIMILE NUMBER	«NoticesFax» 720 494-6600»	(214) 464-2006

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

- 19.2 **AT&T-4322STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.
- 19.3 In the **AT&T-4322STATE's** Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.
- 19.4 In **AT&T-4322STATE** CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

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19.5 **AT&T SOUTHWEST REGION 5-STATE** only:

19.5.1 **AT&T SOUTHWEST REGION 5-STATE** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Lawful Unbundled Network Elements under this Agreement; CLEC shall provide **AT&T SOUTHWEST REGION 5-STATE** with a toll free facsimile number for notices from **AT&T SOUTHWEST REGION 5-STATE** relating to requests for Resale Services and Lawful Unbundled Network Elements under this Agreement.

20. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

20.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

20.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

21. NO LICENSE

21.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

22. CONFIDENTIALITY

22.1 Each Party anticipates and recognizes that it will come into possession of technical or business information or data about the other Party and/or its customers (including without limitation its eEnd uUser customers) as a result of this Agreement which will be considered confidential by such other Party. The Parties agree (1) to treat all such information and data as strictly confidential; and (2) to use such information only for purposes of performance under this Agreement. Each Party agrees not to disclose confidential information and/or data of or pertaining to the other Party or its customers (including without limitation its eEnd uUser customers) to any third party without first securing the written consent of such Party. The foregoing shall not apply to information which is in the public domain. Nothing in this Agreement prevents either Party from disclosing operations results or other data that might reflect the results of this Agreement as a part of that Party's aggregate operating data as long as the disclosed data is at a level of aggregation sufficient to avoid disclosing with specificity information obtained in the operation of this Agreement.

22.2 If a court or governmental agency orders or a third-party requests a Party to disclose or to provide any data or information covered by this section, that Party will immediately inform the other Party of the order or request before such data or information is provided and will inform the other Party both by telephone and certified mail. Notification and consent requirements described above are not applicable in cases where a court order requires the production of billing and/or usage records of or pertaining to an individual customer (including without limitation an eEnd uUser customer).

22.3 This section will not preclude the disclosure by a Party of information or data subject to this Section to consultants, agents, or attorneys representing that Party, or the Office of the Public Counsel for a State, or appropriate State Commissions or staffs, or FCC Staff, provided that such representatives are

informed of the confidential nature of the information and/or date prior to disclosure and are bound by confidentiality requirements that are at least as restrictive as applicable to the Parties to this Agreement.

- 22.4 The provisions of this section shall survive the expiration and/or termination of this Agreement, unless agreed to in writing by the Parties.

23. INTERVENING LAW

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

24. GOVERNING LAW

- 24.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; St. Louis, Missouri; Reno, Nevada; Columbus, Ohio; Oklahoma City, Oklahoma, Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue.

25. REGULATORY APPROVAL

- 25.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

26. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

- 26.1 Applies to AT&T-4221STATE only

26.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming

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responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each Party shall obtain authorization as required by the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) deliver to the other Party a representation of authorization that applies to for all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

26.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.

26.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), AT&T-4221STATE is free to reclaim the Lawful UNE facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

26.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission.

26.2 Applies to AT&T CONNECTICUT only

26.2.1 The Parties agree that CLEC will not submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in its applicable rules and regulations. AT&T CONNECTICUT's wholesale tariff, further documents requirements for Local Exchange Carrier changes and required End User authorizations.

26.2.2 The Parties agree to the re-use of existing network facilities when an End User changes its provider of local exchange service and the network facilities are provided by the same network provider.

27. COMPLIANCE AND CERTIFICATION

27.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

27.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third

Parties that may be required in connection with the performance of its obligations under this Agreement.

- 27.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

28. LAW ENFORCEMENT

- 28.1 AT&T-4221STATE and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

28.1.1 Intercept Devices:

28.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

28.1.2 Subpoenas:

28.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

28.1.3 Emergencies:

28.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

- 28.2 AT&T CONNECTICUT and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

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

29. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

- 29.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

29.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

31. SUBCONTRACTING

- 31.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 31.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 31.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 31.5 Any subcontractor that gains access to Customer Proprietary Network Information ("CPNI") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

32. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 32.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 32.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-1322STATE shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-1322STATE or any person acting on behalf of AT&T-1322STATE, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its

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source, by AT&T-1322STATE or any person acting on behalf of AT&T-1322STATE, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-1322STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-1322STATE or any person acting on behalf of AT&T-1322STATE.

- 32.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at AT&T-1322STATE's request, indemnify, defend, and hold harmless AT&T-1322STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.
- 32.4 For the purposes of this agreement, "Hazardous Substances" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.
- 32.5 For the purposes of this agreement, "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 32.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into (i) the work location, or (ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

33. FORCE MAJEURE

- 33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity

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and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

34. TAXES

- 34.1 Each Party purchasing Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either pParty's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 34.2 CLEC acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CLEC agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time.
- 34.3 With respect to any purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 34.4 With respect to any purchase hereunder of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 34.5 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

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- 34.6 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 34.7 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 34.8 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 34.9 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 34.10 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 19 hereof.

35. NON-WAIVER

- 35.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

36. NETWORK MAINTENANCE AND MANAGEMENT

- 36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information

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required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.

- 36.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 36.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 36.6 Neither Party shall use any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of AT&T-4322STATE, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

- 37.1 AT&T-4322STATE will provide SS7 signaling pursuant to applicable access tariff.

38. CUSTOMER INQUIRIES

- 38.1 Except as otherwise required by Section 26.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 38.2 Except as otherwise required by Section 26.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:
- 38.2.1 Provide the number described in Section 42 to callers who inquire about the other Party's services or products; and
- 38.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 38.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.

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- 38.4 ~~Intentionally Omitted.~~ CLEC acknowledges that ~~AT&T-13STATE~~ may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

39. EXPENSES

- 39.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.
- 39.2 ~~AT&T-12STATE~~ and CLEC shall each be responsible for one half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement. Prior to the filing of this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing this Agreement. Prior to the filing of each and every Amendment filed in connection with this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing of each amendment filed in connection with this Agreement. Upon receipt of CLEC's check, the Agreement will be processed for filing with the Commission.

40. CONFLICT OF INTEREST

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

41. SURVIVAL

- 41.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 7.5; Section 7.6, Section 9.3; Section 10.1; Section 10.4; Section 10.5; Section 10.6; Section 10.7; Section 10.8; Section 12, Section 13; Section 15; Section 16; Section 17; Section 18.1; Section 20; Section 21; Section 22; Section 24; Section 27.4; Section 28.1.3; Section 34; Section 35 and Section 43.

42. SCOPE OF AGREEMENT

- 42.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.
- 42.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

43. AMENDMENTS AND MODIFICATIONS

- 43.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions; and such amendment will not require refunds, true-up or retroactive crediting or debiting

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prior to the approval of the Amendment. AT&T-1221STATE and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.

- 43.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

44. APPENDICES INCORPORATED BY REFERENCE

44.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

44.1.1 AT&T-1322STATE shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to Applicable Law ~~the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.~~

44.2 COLLOCATION -- SECTION 251(c)(6)

44.2.1 Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.

44.3 DIALING PARITY -- SECTION 251(b)(3)

44.3.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

44.3.2 AT&T-1222STATE shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

44.4 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)(A),(B),(C); 47 CFR § 51.305(a)(1)

44.4.1 AT&T-1322STATE shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

44.5 NUMBER PORTABILITY -- SECTIONS 251(b)(2)

44.5.1 The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as required by Applicable Law ~~outlined in the applicable Appendix Number Portability, which is/are attached hereto and incorporated herein by reference.~~

44.6 OTHER SERVICES

44.6.1 911 and E911 Services

44.6.1.1 AT&T-13STATE The Parties will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix 911, Appendix ITR, and Appendix NIM, which is/are attached hereto and incorporated herein by reference.

44.6.1.2 The Parties agree that for "data only" providers the following rules concerning 911 requirements apply:

44.6.1.2.1 The Parties agree that they CLEC will have to establish 911 trunking or interconnection to AT&T MIDWEST REGION 5-STATE ~~the primary 911 Service or E911 Service provider's 911 Selective Routers, and therefore~~ AT&T-13STATE the Parties shall not provide 911 services for those information service applications in which CLEC a Party does not offer its eEnd uUsers the ability to place outgoing voice calls provided that; and

44.6.1.2.2 ~~CLEC~~Each Party understands and agrees that, should it decide to provide voice service, it is required to meet all applicable Commission 911 service requirements; and

44.6.1.2.3 ~~Intentionally Omitted.~~CLEC agrees to begin implementing access to 911 sufficiently in advance of the planned implementation of voice service to meet its 911 requirements. CLEC understands that the steps it must take to fulfill its 911 obligation include, but are not limited to, obtaining NXX(s) from NECA for the exchange area(s) CLEC plans to serve, submission of the appropriate form(s) to AT&T-13STATE, and, following AT&T-13STATE's processing of such form(s), obtaining approval from the appropriate PSAP(s) for the CLEC's 911 service architecture. CLEC further understands that PSAP approval may include testing 911 trunks with appropriate PSAP(s). CLEC understands that, based on AT&T-13STATE's prior experience with CLEC implementation of 911, these steps require a minimum of sixty (60) days.

44.6.1.2.4 ~~Intentionally Omitted.~~CLEC agrees to indemnify and hold AT&T-13STATE harmless from the consequences of CLEC's decision to not interconnect with AT&T-13STATE's 911 Selective Routers. The provisions of General Terms and Conditions Section 16 shall apply to such indemnification.

44.6.2 Directory Assistance (DA)

44.6.2.1 AT&T-1322STATE will provide nondiscriminatory access to Directory Assistance services under the terms and conditions identified in the applicable Appendix DA, which **is/are** attached hereto and incorporated herein by reference.

44.6.3 Hosting

44.6.3.1 At CLEC's request, AT&T-1022STATE shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from CLEC for distribution to the appropriate billing and/or processing location or for delivery to CLEC of such data via AT&T-1022STATE's internal network or the nationwide CMDS network pursuant to the applicable Appendix HOST, which **is/are** attached hereto and incorporated herein by reference.

44.6.4 Operator Services (OS)

44.6.4.1 AT&T-1322STATE shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS, which **is/are** attached hereto and incorporated herein by reference.

44.6.5 Publishing and Directory

43.6.5.1 AT&T-1322STATE will make nondiscriminatory access to Publishing and Directory service available under the terms and conditions of the applicable Appendix White Pages, which **is/are** attached hereto and incorporated herein by reference.

44.6.6 Resale--Sections 251(b)(1)

43.6.6.1 AT&T-1322STATE shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to Applicable Law, the applicable Appendix Resale, which **is/are** attached hereto and incorporated herein by reference.

44.6.7 Transmission and Routing of Switched Access Traffic Pursuant to 251(c)(2)

44.6.7.1 AT&T-1322STATE shall provide to CLEC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which **is/are** attached hereto and incorporated herein by reference.

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44.6.8 Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2)(D); 252(d)(1) and (2); 47 CFR § 51.305(a)(5).

44.6.8.1 The applicable Appendix Compensation, which ~~is~~**are** attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the applicable Appendix ITR, which ~~is~~**are** attached hereto and incorporated herein by reference.

44.6.9 Lawful Unbundled Network Elements -- Sections 251(c)(3)

44.6.9.1 Pursuant to the applicable Appendix Lawful UNEs, which ~~is~~**are** attached hereto and incorporated herein by reference, ~~AT&T-4322STATE~~ will provide CLEC access to Lawful UNEs for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. CLEC agrees to provide access to its Network Elements to ~~AT&T-4322STATE~~ under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

45. AUTHORITY

45.1 Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that AT&T Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for that AT&T-owned ILEC. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

45.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of ~~«State of Inc» Delaware~~ and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

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

46. COUNTERPARTS

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

47. ENTIRE AGREEMENT

47.1 AT&T-4221STATE

47.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

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47.2 AT&T CONNECTICUT

47.2.1 The rates, terms and conditions contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties predating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

APPENDIX COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

- 1.1 **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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. [add all AT&T affiliates in 22-state region]
- 1.2 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.4 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.5 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.7 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

[add relevant terms for all 22-state operating entities]

- 1.8 **"Conversion of Service"** is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.9 **"Designated Installation"** is defined as an installation of service occurring at a specific time of day as specified by CLEC.

2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours.
- 2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the **AT&T-4322STATE**.

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- 2.3 ~~AT&T-4322STATE~~ may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.
- 2.4 The ~~AT&T-4322STATE~~ reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the ~~AT&T-4322STATE~~'s ability to provide its baseline service. Where time permits, the ~~AT&T-4322STATE~~ will make every effort to notify CLEC when such unanticipated activities occur.

3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CLEC orders CHC service, ~~AT&T-4322STATE~~ shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
- 3.2.1 ~~AT&T MIDWEST REGION 5-STATE~~ - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)¹
- 3.2.2 ~~AT&T NEVADA~~ - PUCN, Section C13A, 13.2.6(c)
- 3.2.3 ~~AT&T CALIFORNIA~~ - Access Tariff 175-T, Section 13.2.6(c)
- 3.2.4 ~~AT&T SOUTHWEST REGION 5-STATE~~ - Appendix Pricing, Schedule of Prices, "Time and Materials Charges"
- 3.2.5 ~~AT&T CONNECTICUT~~ - Connecticut Access Service Tariff, Section 18.1(3)
- 3.3 In the event the ~~AT&T-4322STATE~~ fails to meet a CHC Service commitment for reasons within the control of ~~AT&T-4322STATE~~, AT&T will not charge CLEC a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to CLEC, its agent or eEnd uUser reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, ~~AT&T-4322STATE~~'s inability to gain access to CLEC's eEnd uUser's premises, or CLEC/eEnd uUser is not ready to proceed with the order, the CHC charge will apply and ~~AT&T-4322STATE~~ is no longer obligated to ensure a CHC is on that order.

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¹ ~~AT&T-4322STATE~~ will not charge the additional labor rate in a particular state in the ~~AT&T MIDWEST 5-STATE~~ region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superseded by that state's commission order approving new non-recurring Lawful UNE rates.

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T-4322STATE will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

1.1.1 This Appendix provides for the placing of Collocator telecommunications equipment and facilities on AT&T-4322STATE property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via AT&T-4322STATE approved vendor (hereinafter referred to as Dedicated Space) within AT&T-4322STATE Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from AT&T-4322STATE and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3 following, AT&T-4322STATE will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-4322STATE will permit collocation in Adjacent Structures located on AT&T-4322STATE's property in accordance with this Appendix.

1.3 Purpose

1.3.1 Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-4322STATE's Lawful Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from AT&T-4322STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T-4322STATE will process any order for any 251(c)(6) Physical Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and AT&T-4322STATE will not impose any charge(s) to perform such Billing Conversion(s).

1.4.1 Prospective Effect

1.4.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

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1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, AT&T-4322STATE's standards and requirements for equipment and facility installations, CLEC Online website, or AT&T-4322STATE's TP76300MP.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within AT&T-4322STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-4322STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-4322STATE's Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T-4322STATE property (Adjacent On-site) or non-AT&T-4322STATE property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.5 **Augment** - A request from a Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Cross Connect** - A service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.7 **Direct Connection** - Sometimes inappropriately called a cross-connect, this is a cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).
- 2.8 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).
- 2.9 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.
- 2.10 **Delivery Date** - The date on which AT&T-4322STATE provides the requested collocation space constructed in accordance with the requesting Carrier's application, and turns the functional space over to the requesting carrier. The space is functional when AT&T-4322STATE has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.

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- 2.11 **Dedicated Space** - Denotes the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-4322STATE Eligible Structure.
- 2.12 **Effective Billing Date** - The date AT&T-4322STATE completed its work as required by the Collocator's accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.13 **Eligible Structure** - Eligible Structure refers to AT&T-4322STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-4322STATE that house its network facilities, and all structures that house AT&T-4322STATE's facilities on public rights-of-way.
- 2.14 **Extraordinary Charges** - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses AT&T-4322STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-4322STATE as defined in Section 17.
- 2.15 **Inactive Space** - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.
- 2.16 **Individual Case Basis (ICB)** - AT&T-4322STATE may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.
- 2.17 **Infrastructure Systems** - Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.18 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for AT&T-4322STATE and for Collocator in AT&T-4322STATE eligible structures in all collocation footprints areas and/or AT&T-4322STATE common areas in the technologies and geographical locations for which they are approved by AT&T-4322STATE.
- 2.18.1 **AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for AT&T-4322STATE and for Collocators in AT&T-4322STATE central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-4322STATE per the letter codes listed in a table on the Tier 1 list on <https://clec.att.com/clec>.
- 2.18.2 **AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers)** - These suppliers have been approved to perform collocation installation work for Collocators in all 13 states of the AT&T-4322STATE central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.
- 2.19 **Interconnector's Guide for Collocation (Collocation Handbook)** - or like document is a publication provided to Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T-4322STATE's, which is located on the AT&T-4322STATE CLEC ONLINE Web-Site (<https://clec.att.com/clec>), as amended from time to time.
- 2.20 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.
- 2.21 **Main Distribution Frame** - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.

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- 2.22 **Non-Standard Collocation Request (NSCR)** - AT&T-4322STATE may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix; provided, however, that NSCR charges shall not apply to CLEC requests for collocation or interconnection for which AT&T-22STATE has existing similar arrangements with other communications service providers. The charges for such similar existing arrangements requested by CLEC shall be in parity with AT&T-22STATE charges for existing similar arrangements.
- 2.23 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.24 **Remote Terminals** - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Collocator's equipment.
- 2.25 **Technical Publications** - documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via <https://clec.att.com/clec>.
- 2.26 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.27 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of AT&T-4322STATE's network.
- 2.28 **Unused Space** - Any space (i) existing in AT&T-4322STATE's Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by AT&T-4322STATE's or any third party, (iii) that is not occupied by AT&T-4322STATE's, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-4322STATE's or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-4322STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-4322STATE's warranty on proximate.

3. GENERAL

3.1 Certification

3.1.1 The Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. AT&T-4322STATE shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. AT&T-4322STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

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3.3 Hazardous Waste and Materials

3.3.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all AT&T-4322STATE requirements. The Installation Supplier shall coordinate with the AT&T-4322STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via <https://clec.att.com/clec>.

3.4 Safety

3.4.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-4322STATE or other telecommunications carriers. The Collocator shall immediately report to the AT&T-4322STATE representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-4322STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-4322STATE premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. AT&T-4322STATE will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for AT&T-4322STATE vehicles and which are designated as reserved. AT&T-4322STATE shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and AT&T-4322STATE are required to follow all posted traffic and AT&T-4322STATE signs and follow all applicable parking and traffic laws and ordinances.

3.7 Collocator's Equipment and Facilities

3.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;

3.7.1.2 its equipment;

3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

3.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and

3.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

3.7.2 AT&T-4322STATE neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

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3.8 Americans with Disability Act (ADA)

3.8.1 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.

3.8.2 If AT&T-4322STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, AT&T-4322STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

3.8.3 Should AT&T-4322STATE benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.

3.8.4 Should AT&T-4322STATE be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), AT&T-4322STATE shall absorb all of the costs related to such an upgrade.

3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective sections of this Appendix.

4. LIMITATION OF LIABILITY

4.1 Limitation of Liability - Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.

4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either AT&T-4322STATE or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

4.1.2 Both AT&T-4322STATE and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.

4.2 Third Parties

4.2.1 AT&T-4322STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

4.2.2 In addition to any other applicable limitation, neither AT&T-4322STATE nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T-4322STATE or the Collocator or its agents or employees.

4.3 Force Majeure Events shall be governed by the General Terms and Conditions of this Agreement.

4.4 Insurance - Except as otherwise provided herein, Insurance will be governed by the General Terms and Conditions of this Agreement.

4.4.1 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-4322STATE as well. If a certificate is not received, AT&T-4322STATE will

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notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes AT&T-4322STATE, and AT&T-4322STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-4322STATE will invoice Collocator for the costs incurred to so acquire insurance.

- 4.4.2 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

4.5 Self-Insured

- 4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

5. INDEMNIFICATION OF AT&T-4322STATE

- 5.1 Except as otherwise provided herein, Indemnification is governed by the General Terms and Conditions of this Agreement.

5.2 Casualty Loss

5.2.1 Damage to Dedicated Space

- 5.2.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenable in whole or in part, AT&T-4322STATE shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T-4322STATE has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T-4322STATE opts not to rebuild, then AT&T-4322STATE shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, AT&T-4322STATE must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

- 5.2.1.2 Any obligation on the part of AT&T-4322STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-4322STATE.

5.2.2 Damage to Eligible Structure

- 5.2.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T-4322STATE's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T-4322STATE, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

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6. SECURITY

6.1 AT&T-4322STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-4322STATE may impose security arrangements as stringent as the security arrangements AT&T-4322STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-4322STATE may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. AT&T-4322STATE will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

6.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

6.1.1.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-4322STATE security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-4322STATE's own employees and authorized contractors must undergo. AT&T-4322STATE will not, however, require Collocator to receive security training from AT&T-4322STATE, but will provide information to Collocator on the specific type of training required.

6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T-4322STATE's Technical Publications via <https://clec.att.com/clec>.

6.1.1.3 Collocator and AT&T-4322STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-4322STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-4322STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-4322STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-4322STATE property:

6.1.1.3.1 Theft or destruction of AT&T-4322STATE's or Collocator's property;

6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-4322STATE property;

6.1.1.3.3 Threats or violent acts against other persons on AT&T-4322STATE property;

6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T-4322STATE property;

6.1.1.3.5 Permitting unauthorized persons access to AT&T-4322STATE or Collocator's equipment on AT&T-4322STATE property; and

6.1.1.3.6 Carrying a weapon on AT&T-4322STATE property.

In addition, Collocator and AT&T-4322STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-4322STATE or the Collocator of AT&T-4322STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-4322STATE's Interconnector's Collocation Services Handbook <https://clec.att.com/clec> for Physical Collocation in AT&T-

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4322STATE, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

- 6.1.1.4 Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-4322STATE-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T-4322STATE as well.
- 6.1.1.5 AT&T-4322STATE may use reasonable security measures to protect its equipment. In the event AT&T-4322STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-4322STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-4322STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.
- 6.1.1.5.1 AT&T-4322STATE's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T-4322STATE's equipment. AT&T-4322STATE's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T-4322STATE's space. To the extent that AT&T-4322STATE is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-4322STATE's expense.
- 6.1.1.5.2 AT&T-4322STATE's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.
- 6.1.1.5.3 AT&T-4322STATE's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-4322STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.
- 6.1.1.5.4 If AT&T-4322STATE chooses to enclose its own equipment, AT&T-4322STATE will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.
- 6.1.1.5.5 AT&T-4322STATE has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T-4322STATE cannot prove that other reasonable security methods cost more than an interior security partition around AT&T-4322STATE's equipment, AT&T-4322STATE cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.
- 6.1.1.5.6 If AT&T-4322STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around AT&T-4322STATE's equipment at the time the price quote is given.

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6.1.1.6 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T-4322STATE will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T-4322STATE will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to Collocator's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

7.1.1 AT&T-4322STATE is responsible for providing the Collocator personnel a contact number for AT&T-4322STATE technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T-4322STATE will not delay a Collocator's entry into an Eligible Structure.

7.1.2 The Collocator is responsible for providing to AT&T-4322STATE personnel a contact number for Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T-4322STATE. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

7.2 Right-to-Use; Multiple Dedicated Spaces

7.2.1 In accordance with this Appendix, AT&T-4322STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

7.3 Trouble Status Reports

7.3.1 AT&T-4322STATE and the Collocator are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade AT&T-4322STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T-4322STATE and the Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T-4322STATE or the Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by AT&T-4322STATE or the Collocator.

7.4 Service Coordination

7.4.1 AT&T-4322STATE is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

7.5 Active/Inactive Space Determination

7.5.1 In its notification regarding whether its request for collocation has been granted or denied AT&T-4322STATE shall inform the Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

7.5.2 In the event that the Collocator disputes the AT&T-4322STATE placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T-4322STATE will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour.

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The request shall be submitted to the AT&T-4322STATE-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.

- 7.5.3 The AT&T-4322STATE representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise AT&T-4322STATE orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the AT&T-4322STATE findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T-4322STATE to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

7.6 Types of Available Physical Collocation Arrangements

- 7.6.1 AT&T-4322STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-4322STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, AT&T-4322STATE will not provide Collocator's personnel or agents with direct access to AT&T-4322STATE's Main Distribution Frame (MDF), with the exception of the AT&T-4322STATE's Approved Vendor.

7.6.1.2 AT&T-4322STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty (50) square feet of caged space) and will ensure that the first Collocator in a AT&T-4322STATE premises will not be responsible for the entire cost of site preparation and security.

7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by AT&T-4322STATE in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Collocator elects to install or requests that AT&T-4322STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.

7.6.1.3 Caged Shared Collocation - AT&T-4322STATE will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers". Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the

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percentage of total space utilized by each Collocator. Accordingly, AT&T-4322STATE will not provide Collocator's personnel or agents with direct access to AT&T-4322STATE's Main Distribution Frame (MDF), with the exception of the AT&T-4322STATE's Approved Vendor.

7.6.1.4 Cageless Collocation - AT&T-4322STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, AT&T-4322STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-4322STATE's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort AT&T-4322STATE. AT&T-4322STATE will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). AT&T-4322STATE may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, AT&T-4322STATE will not provide Collocator's personnel or agents with direct access to AT&T-4322STATE's Main Distribution Frame (MDF), with the exception of the AT&T-4322STATE Approved Tier 1 Vendor.

7.6.1.5 Adjacent On-Site Space Collocation - Where Physical Collocation space within AT&T-4322STATE Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, AT&T-4322STATE will permit Collocator to physically collocate on AT&T-4322STATE's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T-4322STATE uses to house telecommunication equipment, to the extent technically feasible. AT&T-4322STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-4322STATE premises where the Adjacent Structure will be placed. AT&T-4322STATE will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. AT&T-4322STATE will offer the following increments of power to the Adjacent Structure: AT&T-4322STATE will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. AT&T-4322STATE will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. AT&T-4322STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. AT&T-4322STATE shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either AT&T-4322STATE or the Collocator. Accordingly, AT&T-4322STATE will not provide Collocator's personnel or agents with direct access to AT&T-4322STATE's Main Distribution Frame (MDF), with the exception of the AT&T-4322STATE's Approved Tier 1 Vendor.

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

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7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and AT&T-4322STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.

7.6.1.6 Adjacent Off-Site Arrangement - Where Physical Collocation space within AT&T-4322STATE Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-4322STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T-4322STATE Central Office or Eligible Structure.

7.6.1.6.2 Such arrangement shall be used for interconnection and access to UNEs.

7.6.1.6.3 When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-4322STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

7.6.1.6.4 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-4322STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-4322STATE's facilities. AT&T-4322STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

7.6.1.7 In the event that interior space in an Eligible Structure becomes available, AT&T-4322STATE will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

7.6.1.8 AT&T-4322STATE will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in AT&T-4322STATE's Eligible Structures that such an arrangement is technically feasible.

7.7 Construction Inspections

7.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Appendix.

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7.7.2 Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from AT&T-4322STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

7.8 Construction Notification

7.8.1 AT&T-4322STATE will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T-4322STATE will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T-4322STATE will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-4322STATE or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

8. ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

8.1.1 So that it may make informed decisions regarding in which AT&T-4322STATE eligible structures it wishes to collocate, a Telecommunications Carrier may request a Space Availability report prior to its application for Collocation Space within AT&T-4322STATE's eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.

8.1.2 AT&T-4322STATE will submit to a requesting Telecommunications Carrier a report indicating AT&T-4322STATE's available collocation space in a particular AT&T-4322STATE Eligible Structure upon request AT&T-4322STATE. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-4322STATE is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

8.1.3 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

8.1.4 Space Unavailability Determination and Resolution

8.1.4.1 AT&T-4322STATE shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T needs more time to continue analyzing certain aspects of the request, AT&T-4322STATE's 10 calendar day notice shall be limited

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to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.

- 8.1.4.2 In responding to an application request if space is not available, AT&T-4322STATE will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of AT&T-4322STATE's receipt of a completed application.
- 8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Collocator.
- 8.1.4.4 AT&T-4322STATE will file a notice that the Collocator's request was denied with the state Commission as appropriate. In the event of a denial, AT&T-4322STATE will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook <https://clec.att.com/clec>, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.
- 8.1.4.5 In the event AT&T-4322STATE denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-4322STATE's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.
- 8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-4322STATE representative and the designated agent for the Collocator, who will participate in the tour.
- 8.1.4.7 AT&T-4322STATE will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. AT&T-4322STATE's representative will accompany and supervise the Collocator agent on the inspection tour.
- 8.1.4.8 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise AT&T-4322STATE. The Collocator and AT&T-4322STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T-4322STATE reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-4322STATE to justify the basis for any denial of collocation requests.
- 8.1.4.9 **Legitimately Exhausted.** Before AT&T-4322STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-4322STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-4322STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, AT&T-4322STATE may reserve space for transport equipment for current year plus two (2) years.

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Additionally, AT&T-4322STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-4322STATE or for future use by AT&T-4322STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-4322STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.

8.1.5 Application Quotation Interval for Physical Collocation

8.1.5.1 AT&T-4322STATE will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in AT&T-4322STATE's Interconnector's Collocation Services Handbook (<https://clec.att.com/clec>) for Physical Collocation in AT&T-4322STATE and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Collocator and appropriate fees paid to AT&T-4322STATE.

8.1.5.1.1A Collocator wishing AT&T-4322STATE to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-4322STATE to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, AT&T-4322STATE would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes AT&T-4322STATE to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T-4322STATE is unable to provide the Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T-4322STATE will begin development of the quotation. AT&T-4322STATE will advise the Collocator in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). AT&T-4322STATE will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T-4322STATE shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T-4322STATE will not select for Collocator the type of Physical Collocation to be ordered.

8.1.5.2.1 The Collocator has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring

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charges. After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a "first come-first served" basis.

- 8.1.5.3 Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

- 8.1.5.4 Should the Collocator submit twenty-one (21) or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

8.1.6 Revisions

- 8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form.

- 8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which AT&T-4322STATE normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

- 8.1.6.3 Minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

- 8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-4322STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

- 8.2.1.2 Dedicated Space is not reserved until AT&T-4322STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T-4322STATE will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.

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8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.2 Cageless Physical Collocation Installation Intervals

8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by the Collocator.

8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), AT&T-4322STATE will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).

8.2.2.2.1A shorter interval may apply where Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-4322STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Collocator's collocation area.

8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.

8.2.3.2 AT&T-4322STATE will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T-4322STATE will be installing all or some of the bays, and the Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than fifty (50) amps per feed, AT&T-4322STATE will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when AT&T-4322STATE installs interconnection and power cabling. AT&T-4322STATE will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to AT&T-4322STATE's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a.

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rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) AT&T-4322STATE will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one Collocator and another Collocator provided the Collocator is interconnected with AT&T-4322STATE's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

8.2.5 Other Augments

8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T-4322STATE bays, AT&T-4322STATE cable racks and/or cage expansions within Active Collocation Space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T-4322STATE will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

8.2.5.1.2 The second fifty percent (50%) payment must be received by AT&T-4322STATE no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by AT&T-4322STATE.

8.2.5.1.3 During AT&T-4322STATE delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by AT&T-4322STATE, Collocator and/or their AT&T-4322STATE Approved Tier 1 Vendor (s) may request AT&T-4322STATE to do work in parallel with AT&T-4322STATE throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from AT&T-4322STATE and follow AT&T-4322STATE's Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

8.3 Cancellation Prior to Due Date

8.3.1 In the event that the Collocator cancels its collocation application after AT&T-4322STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-4322STATE has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T-4322STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of

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equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-4322STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

8.4 Occupancy

8.4.1 Unless there are unusual circumstances, AT&T-4322STATE will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days of AT&T-4322STATE completion of preparation of the Dedicated Space.

8.4.1.1 Upon Collocator's receipt of such notice, AT&T-4322STATE and the requesting Collocator shall, upon Collocator's request, conduct an acceptance walk-through of such space. The Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Collocator as exceptions, which shall be mutually agreed to as exceptions by AT&T-4322STATE. These exceptions shall be corrected by AT&T-4322STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at AT&T-4322STATE's expense.

8.4.1.2 Upon completion of such corrections, AT&T-4322STATE will again notify the Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space.

8.4.2 Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T-4322STATE's network or obtain access to AT&T-4322STATE UNEs within one hundred eighty (180) days after receipt of such notice, that AT&T-4322STATE has completed its work as required by the complete and accurate Collocation application.

8.4.2.1 In the event that AT&T-4322STATE has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T-4322STATE allows the Collocator to interconnect. AT&T-4322STATE, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

8.4.2.2 Orders for additional space will not be accepted until the Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Collocator establishes to AT&T's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding unused space for future use on the same basis that AT&T holds unused space for future use Orders for additional Connecting

Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used".

8.4.2.2.1 For purposes of this Appendix, "efficiently used" space means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-4322STATE.

8.4.2.2.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-4322STATE's network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of AT&T-4322STATE.

8.4.3 If the Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10th) business day after AT&T-4322STATE provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T-4322STATE or obtain access to AT&T-4322STATE UNEs by that tenth (10th) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

8.4.4 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T-4322STATE's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with AT&T-4322STATE's network or to obtain access to AT&T-4322STATE's UNEs, for the purpose of providing this service.

8.4.5 If the Collocator causes AT&T-4322STATE to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay AT&T-4322STATE the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

8.5.1 When AT&T-4322STATE determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. AT&T-4322STATE will notify the resident Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T-4322STATE will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-4322STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the

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adjacent space collocation structure for the purpose then used, uneconomical in AT&T-4322STATE's reasonable discretion. In addition, a Collocator's presence in AT&T-4322STATE Central Offices or adjacent space collocation structures should not prevent AT&T-4322STATE from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

8.5.2 If AT&T-4322STATE determines that a Collocator must relocate due to any of the above reasons, AT&T-4322STATE will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by AT&T-4322STATE and the Collocator, unless the Parties agree to a different financial arrangement.

8.5.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T-4322STATE shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 AT&T-4322STATE shall maintain a publicly available document for viewing on the Internet at <https://clec.att.com/clec> indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-4322STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

8.5.3.2 AT&T-4322STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission. AT&T-4322STATE shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

In the case of the expiration or termination of this Appendix prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Appendix AT&T-4322STATE shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-4322STATE is entitled to recover under the provisions of this Appendix for establishing such Collocation arrangement prior to such expiration or termination.

8.6.2 If Collocator cancels or abandons its collocation space in any of AT&T-4322STATE's central offices before AT&T-4322STATE has recovered the full cost associated with providing that space to the Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Collocator abandons that space.

8.7 Dispute Resolution – Except as otherwise provided herein, Dispute Resolution will be governed by the General Terms and Conditions of this Agreement.

8.8 Non-billing Dispute

8.8.1 In the event of a bona fide dispute between a Collocator and AT&T-4322STATE, Collocator shall include in written notice the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section

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not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Collocator's irrevocable and full waiver of its right to file a dispute.

8.9 Billing – Except as otherwise provided herein, Billing will be governed by the General Terms and Conditions of this Appendix.

8.10 Allowances for Interruptions

8.10.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T-4322STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of AT&T-4322STATE.

8.10.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

8.10.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

8.10.4 A credit allowance will not apply to any interruption of the items maintained and repaired by the Collocator or the Collocator's third Party vendor.

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

9.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). AT&T-4322STATE will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to AT&T-4322STATE that use of such cable will not impair AT&T-4322STATE's ability to service its own customers or subsequent Collocators.

9.1.2 AT&T-4322STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for AT&T-4322STATE cable. AT&T-4322STATE will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-4322STATE also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T-4322STATE shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T-4322STATE performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and AT&T-4322STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-4322STATE and the Collocator(s).

9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-4322STATE, and leaving sufficient length of the cable in the manhole for AT&T-4322STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify AT&T-4322STATE no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

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9.2 Demarcation Point

- 9.2.1 The demarcation point is the end of the AT&T-4322STATE provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to the Collocator).

10. USE OF DEDICATED SPACE

10.1 Nature of Use - Collocatable Equipment

- 10.1.1 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T-4322STATE under 47.U.S.C. § 251(C) (2) or accessing AT&T-4322STATE's UNEs under 47.U.S.C. § 251(C) (3) of the Act. Such uses are limited to interconnection to AT&T-4322STATE's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to AT&T-4322STATE's UNEs "for the provision of a telecommunications service".
- 10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining interconnection with AT&T-4322STATE at a level equal in quality to that which AT&T-4322STATE obtains within its own network or AT&T-4322STATE provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 10.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the Collocator seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the Collocator seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-4322STATE's property.
- 10.1.4 AT&T-4322STATE voluntarily allows Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if AT&T-4322STATE and Collocator mutually agree to such placement, in AT&T-4322STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 10.1.5 AT&T-4322STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 10.1.6 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). AT&T-4322STATE will provide the necessary backup power to ensure against power outages.
- 10.1.7 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T-4322STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.

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10.2 Equipment List

10.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T-4322STATE, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 The Collocator shall furnish AT&T-4322STATE a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-4322STATE and written approval or denial of the equipment will be forwarded to the Collocator.

10.2.3 Limitations

10.2.3.1 AT&T-4322STATE's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator, is limited to the extent that AT&T-4322STATE would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or for any other Party to which it provides interconnection. AT&T-4322STATE will ensure that the Collocator is provided collocation space at least equal in quality to that provided to AT&T-4322STATE, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

10.3.1 The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide AT&T-4322STATE with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

10.3.2 AT&T-4322STATE will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-4322STATE will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with AT&T-4322STATE's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Appendix).

10.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-4322STATE, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

10.3.4 AT&T-4322STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between AT&T-4322STATE and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or AT&T-4322STATE's personnel.

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10.4 Threat to Personnel, Network or Facilities

10.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-4322STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

10.5 Interference or Impairment

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

10.6 Personal Property and Its Removal

10.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-4322STATE standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T-4322STATE. AT&T-4322STATE shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that AT&T-4322STATE has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T-4322STATE provided construction shall be paid by the Collocator in accordance with AT&T-4322STATE's custom work order process.

11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The AT&T-4322STATE will make Shared Collocation cages available to all Collocators. In making shared caged arrangements available AT&T-4322STATE will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, the Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T-4322STATE, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T-4322STATE.

11.2 A Collocator may request that AT&T-4322STATE provide Shared Caged Collocation via:

- (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("New Shared Collocation"), or

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- (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation ("Subleased Shared Collocation").

11.2.1 Should two (2) or more Collocators have interconnection agreements with AT&T-4322STATE use a shared collocation cage, AT&T-4322STATE will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.

11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AT&T-4322STATE, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-4322STATE, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

11.2.3 In each Shared Caged Collocation arrangement, AT&T-4322STATE's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.

11.2.3.1 For purposes of this Section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator".

11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from AT&T-4322STATE in a single application. AT&T-4322STATE will prorate the Preparation Charges incurred by AT&T-4322STATE to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T-4322STATE will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an AT&T-4322STATE Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AT&T-4322STATE shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T-4322STATE shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees

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that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T-4322STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- 11.4 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates AT&T-4322STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Appendix relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 11.5 Collocator with which it shares Shared Caged Collocation space shall collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with AT&T-4322STATE or for access to AT&T-4322STATE's Unbundled Network Elements. AT&T-4322STATE shall provide Collocator access to AT&T-4322STATE's Unbundled Network Elements and permit Collocator to interconnect its network with AT&T-4322STATE from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and AT&T-4322STATE shall have no obligation to provide Collocator's Resident Collocators access to AT&T-4322STATE's Unbundled Network Elements or AT&T-4322STATE's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement) with AT&T-4322STATE.
- 11.6 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T-4322STATE the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. AT&T-4322STATE shall bill the new Primary Collocator any applicable charges to change AT&T-4322STATE's records and databases to reflect such new Primary Collocator.
- 11.7 Interconnection to Others
 - 11.7.1 Within a contiguous area within the eligible structure, the AT&T-4322STATE will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T-4322STATE imposes on its own equipment. AT&T-4322STATE shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from AT&T-4322STATE. If requested by the

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Collocator, AT&T-4322STATE will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), AT&T-4322STATE will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T-4322STATE (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

- 11.7.2 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T-4322STATE will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T-4322STATE imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At AT&T-4322STATE's option, the connection may be made either by AT&T-4322STATE or by the Collocators' installers, who shall be on the list of approved installation vendors.

12. STANDARDS

12.1 Minimum Standards

- 12.1.1 All types of network equipment placed in AT&T-4322STATE network equipment areas of Eligible Structures by AT&T-4322STATE or Collocator must meet AT&T-4322STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-4322STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-4322STATE and its contractors when engineering and installing equipment.
- 12.1.2 In the event that AT&T-4322STATE denied Collocation of Collocator's equipment, citing safety standards, AT&T-4322STATE will provide within five (5) business days of Collocator's written request to AT&T-4322STATE representative(s), a list of AT&T-4322STATE equipment which AT&T-4322STATE locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-4322STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied.
- 12.1.3 In the event AT&T-4322STATE believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, AT&T-4322STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-4322STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the

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characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.

12.2 Compliance Certification

12.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

13. RE-ENTRY

13.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-4322STATE's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-4322STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies AT&T-4322STATE might have.

13.2 AT&T-4322STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.

13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

14. SERVICES AND MAINTENANCE

14.1 Operating Services

14.1.1 AT&T-4322STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-4322STATE tariffs.

14.2 Maintenance

14.2.1 AT&T-4322STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

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14.3 Equipment Staging and Storage

14.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via <https://clec.att.com/clec>.)

14.4 Legal Requirements

14.4.1 Except for Section 17, AT&T-4322STATE agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

15. AT&T-4322STATE'S RIGHT OF ACCESS

15.1 AT&T-4322STATE, its agents, employees, and other AT&T-4322STATE-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-4322STATE hereunder, and for any other purpose deemed reasonable by AT&T-4322STATE. AT&T-4322STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of AT&T-4322STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-4322STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.
- 16.2 AT&T-4322STATE will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by AT&T-4322STATE for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.
- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T-4322STATE, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-4322STATE, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

17. CHARGES

17.1 Monthly Charges

17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.

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17.2 Non-recurring Charges

17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay AT&T-4322STATE fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work.

17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator when the Dedicated Space is complete and prior to occupancy.

17.3 Application of Rates and Charges

17.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing CLEC collocation arrangements, including those established before the Effective Date of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17.4 Determination of Charges Not Established in Collocation Rate Summary

17.4.1 Rate Elements - In the event that AT&T-4322STATE seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, AT&T-4322STATE shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

17.4.2 In the event the Collocator disputes the rate element or charge proposed by AT&T-4322STATE that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify AT&T-4322STATE of its dispute with the proposed charge in writing.

17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-4322STATE or other Collocators. AT&T-4322STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T-4322STATE is not reached regarding the Custom Work Charge, AT&T-4322STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-4322STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-4322STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, AT&T-4322STATE shall file the appropriate interconnection agreement amendment. However, AT&T-4322STATE shall not delay completion of such work during the agreement approval process. AT&T-4322STATE shall perform such work based upon provisional rates, subject to true up.

17.6 **Extraordinary Charges** - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-4322STATE to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or

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containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).

17.6.1 AT&T-4322STATE will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

17.6.2 AT&T-4322STATE will allocate the costs fairly among itself, CLEC and other Collocators, as appropriate.

17.6.3 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-4322STATE commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.

17.6.4 AT&T-4322STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator's request for space.

17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Collocator's signed acceptance and payment.

18. RATE REGULATIONS (AT&T-4322STATE DOES ALL WORK)

18.1 The Collocator may elect to have AT&T-4322STATE provision the collocation site or the Collocator may elect to hire an AT&T-4322STATE Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator Does Own Work).

18.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary.

18.2.1 Planning Fees

18.2.1.1 The Planning Fee, as specified in AT&T-4322STATE's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T-4322STATE, recovers AT&T-4322STATE's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires AT&T-4322STATE to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T-4322STATE shall bill the original Collocator for space. However, AT&T-4322STATE shall bill the other Collocators in the shared cage for use of Network Elements and interconnection separately as required.

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Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-4322STATE for floor space and all other applicable interconnection arrangements.

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-4322STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.1.2 AT&T-4322STATE will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in AT&T-4322STATE premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T-4322STATE shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-4322STATE for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

18.2.3.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

18.2.3.1.4 If the Collocator elects to install, or requests that AT&T-4322STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-4322STATE within AT&T-4322STATE:

- Construction costs
- Operating costs

18.2.3.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles

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- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T-1322STATE to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating AT&T-1322STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

18.2.3.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set
- Lights
- AC Outlet
- Cable rack and support structure inside the cage

18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by AT&T-1322STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

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18.2.3.2.2 **AT&T-4322STATE** will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in **AT&T-4322STATE** premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for **AT&T-4322STATE** within **AT&T-4322STATE**:

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Aisle lighting
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by **AT&T-4322STATE** to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed

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based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating AT&T-4322STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

18.3 DC Power Amperage Charge

18.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a 20-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T shall only bill Collocator the monthly recurring charge applicable to DC Power for a total of twenty (20) amps. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware and cabling, and AC energy to convert to DC power.

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T-4322STATE will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T-4322STATE shall only bill Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

18.3.3 DC Power Arrangement Provisioning

18.3.3.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.

18.3.4 DC Power Panel (Maximum 200 amp) (Optional)

18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-4322STATE technical support. This rate element may be provided by AT&T-4322STATE.

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18.3.5 Eligible Structure Ground Cable Arrangement, Each

18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

18.3.6 Security Cards

18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. AT&T-4322STATE will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access for Collocators and Associated Contractors form, which is located on the telecommunications carrier online website <https://clec.att.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and AT&T-4322STATE will issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

18.3.7.1 This rate element describes any reinforced passage or opening placed for the Collocator-provided facility between AT&T-4322STATE designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

18.3.8.1 The Entrance Fiber Charge reflects the time spent by AT&T-4322STATE in pulling the Collocator's cable facilities from AT&T-4322STATE designated manhole, through AT&T-4322STATE cable vault and through AT&T-4322STATE cable support structure to the Collocator's equipment.

18.3.9 AT&T-4322STATE to Collocation Interconnection Arrangement Options

18.3.9.1 Collocator will select one or more of the interconnection arrangements listed below.

18.3.9.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.1.1 This sub-element is an AT&T-4322STATE-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's equipment bay and AT&T-4322STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-4322STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-4322STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.2.1 This sub-element is an AT&T-4322STATE-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's equipment bay and AT&T-4322STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-

4322STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-4322STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

18.3.9.1.3.1 This sub-element is an AT&T-4322STATE-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Collocator's equipment bay and AT&T-4322STATE network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-4322STATE Main Distribution Frame.

18.3.10 Optical Circuit Arrangement

18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to AT&T-4322STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-4322STATE Main Distribution Frame.

18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An AT&T-4322STATE provided single signal from AT&T-4322STATE timing source to provide synchronization between a Collocator's single Network Element and AT&T-4322STATE's equipment.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T-4322STATE to the Collocator's dedicated Physical Collocation space.

18.3.13 Collocation Availability Space Report Fee

18.3.13.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T-4322STATE is undertaking to make additional space available for collocation.

18.3.14 Pre-visits

18.3.14.1 General Applications

18.3.14.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with AT&T-4322STATE to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit AT&T-4322STATE's Eligible Structures, the Collocator must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-4322STATE site-specific drawings or make any notations.

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18.3.14.1.2 For pre-visits, AT&T-4322STATE will provide an employee of AT&T-4322STATE to conduct the pre-visit, unless a different number of AT&T-4322STATE employees are mutually agreed upon. The Collocator will be billed for the time of the assigned AT&T-4322STATE employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-4322STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 The Collocator will be charged for the time AT&T-4322STATE employees spend during the construction inspection with the Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-4322STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If a Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T-4322STATE Eligible Structure, AT&T-4322STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Collocator elect to have AT&T-4322STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T-4322STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If the Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2 of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside AT&T-4322STATE Eligible Structure and Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T-4322STATE will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-4322STATE's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

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18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and AT&T-4322STATE on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-4322STATE designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

18.3.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

18.3.19.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

18.3.20 Miscellaneous Charges (Optional)

18.3.20.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

18.3.21 Collocation to Collocation Connection

18.3.21.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for AT&T-4322STATE to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for AT&T-4322STATE to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for AT&T-4322STATE to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation

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arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Collocator is unable to complete the following activities within the designated time frame, the Collocator may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

- (A) Remove Collocator's equipment bays (relay racks) from the Physical Collocation space, using an AT&T-4322STATE approved Tier 1 or Tier 2 Installation/Removal Vendor.
- (B) Remove Collocator's equipment from the Physical Collocation space, using an AT&T-4322STATE approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the AT&T-4322STATE rack level. Collocator must use an AT&T-4322STATE approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- (D) Remove Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T-4322STATE approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an AT&T-4322STATE approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the AT&T-4322STATE will perform those tasks. Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the AT&T-4322STATE may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by AT&T-4322STATE, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold AT&T-4322STATE harmless from the failure to return any equipment, property or other items.

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's AT&T-4322STATE Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and

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may do so only after the AT&T-4322STATE confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

19.3 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Collocator ("Exiting Collocator") may reassign the Physical Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of AT&T-4322STATE. In order to request consent to assign a Physical Collocation Arrangement, either the Collocator Assignee or Exiting Collocator may submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

19.3.1 Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA or an effective interim ICA.

19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the AT&T-4322STATE turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The AT&T-4322STATE's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the AT&T-4322STATE makes available the Physical Collocation Arrangement to the Collocator Assignee.

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

19.3.4 Collocator Assignee will defend and indemnify the AT&T-4322STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-4322STATE equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the AT&T-4322STATE harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T-4322STATE equipment and other items.

19.3.6 AT&T-4322STATE will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before AT&T-4322STATE begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the AT&T-4322STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-4322STATE and Collocator Assignee will coordinate all conversion work to insure that the eEnd uUser customers of Collocator Assignee do not suffer disruptions of service.

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19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.

19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that AT&T-4322STATE will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.

19.4 Power Reduction

19.4.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-4322STATE power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

19.4.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an AT&T-4322STATE BDFB or a AT&T-4322STATE Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-4322STATE BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an AT&T-4322STATE Approved Tier 1 Vendor to coordinate fuse changes at the AT&T-4322STATE BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-4322STATE Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the AT&T-4322STATE shall coordinate the fuse changes at the AT&T-4322STATE Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-4322STATE's BDFB or Power Plant, the AT&T-4322STATE approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

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- (A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-4322STATE rack level. Collocator must use a AT&T-4322STATE approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.4.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.

19.5 Interconnection Termination Reduction

19.5.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment authorized in Sections 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.

19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The AT&T-4322STATE will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity:

- (A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T-4322STATE rack level. Collocator must use an AT&T-4322STATE approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

- (A) Application Fee - The charge assessed by the AT&T-4322STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Complete Space Discontinuance - Reflects the AT&T-4322STATE's labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the AT&T-4322STATE engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.

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- (C) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.
- (D) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (E) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (F) Remove DS1 Cable - Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (H) Remove Timing Cable - Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (I) Remove Power Cable - Distribution from the AT&T-4322STATE BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (J) Remove Power Cable - Distribution from the AT&T-4322STATE Power Board (100 amp A feed and 100 amp B feed & above) - Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (K) Remove Cage Grounding Material - Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (L) Remove Fiber Entrance Cable - Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.
- (M) Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

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- (N) Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

Note 1 for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

19.7 Rate Element Descriptions for Space Reassignment

- (A) Application Fee - The charge assessed by AT&T-4322STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator". The charge reflects the AT&T-4322STATE's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.
- (C) Restencil DS0/DSL Block - The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.
- (D) Restencil DS1 Block - The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.
- (E) Restencil DS3 Block - The charge to remove/change stenciling on DSX3 panel per DS3.
- (F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.
- (G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.
- (H) Restencil Power - The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.
- (I) Restencil Timing - The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.
- (J) Timing Record Book Update - The charge to update timing records when changes/removals occur.
- (K) Interconnection Records Update - The charge to update interconnection records when changes/removals occur.
- (L) Power Records Update - The charge to update power records when changes/removals occur.
- (M) Vendor Engineering - The labor costs for AT&T-4322STATE Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

- (A) Application Fee - The charge assessed by the AT&T-4322STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Power Reduction (cable removal) - Reflects AT&T-4322STATE's labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
- (C) Remove Power Cable - Distribution from AT&T-4322STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (D) Remove Power Cable - Distribution from AT&T-4322STATE Power Board (100 amp A feed and 100 amp B feed and above) - Remove four (4) power cables, including fuses and fuse panel. Removal

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activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

19.9 Rate Element Descriptions for Power Reduction (re-fusing only)

- (A) Application Fee - The charge assessed by AT&T-4322STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Power Re-Fusing Only at AT&T-4322STATE BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T-4322STATE's labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-4322STATE BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at AT&T-4322STATE BDFB.
- (C) Project Management Fee - Power Re-Fusing Only at AT&T-4322STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the AT&T-4322STATE's labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-4322STATE Power Board. This fee is applicable when AT&T-4322STATE is coordinating the fuse reduction at AT&T-4322STATE Power Board.
- (D) Power Fuse Reductions on AT&T-4322STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - The charge for AT&T-4322STATE to tag cables and update Central Office power records associated with the fuse change on the AT&T-4322STATE BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.
- (E) Power Fuse Reductions on AT&T-4322STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T-4322STATE to change the fuse at AT&T-4322STATE power board, tag cables and update Central Office power records associated with fuse change on AT&T-4322STATE Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

- (A) Application Fee - The charge assessed by AT&T-4322STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Interconnection Termination Reduction - The charge reflects AT&T-4322STATE's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.
- (C) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the AT&T-4322STATE Main Distribution Frame to the Physical Collocation Arrangement.
- (D) Remove DS1 Cable - Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (E) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (F) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection

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material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(G) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. RATES AND CHARGES – AT&T-4322STATE PRICING SCHEDULE (See the Collocation Rate Summary)

21. CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES

- 21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire AT&T-4322STATE to provision the collocation site per previous Sections.
- 21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-4322STATE Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.
- 21.3 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and AT&T-4322STATE Main Distribution Frame or its equivalent by AT&T-4322STATE Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Collocator selects this option, AT&T-4322STATE will install and stencil termination blocks or panels at AT&T-4322STATE Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 8.2. The Collocator's AT&T-4322STATE Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T-4322STATE and follow AT&T-4322STATE's Technical Publication TP 76300 for installation of equipment and facilities.
- 21.4 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and AT&T-4322STATE's Battery Distribution Fuse Bay (BDFB) by using an AT&T-4322STATE Approved Tier 1 Installation Vendor. When AT&T-4322STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-4322STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact AT&T-4322STATE Project Manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-4322STATE Power Plant Primary Distribution, which will be performed by AT&T-4322STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's AT&T-4322STATE Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T-4322STATE and follow AT&T-4322STATE's Technical Publication TP 76300 for installation of equipment and facilities.
- 21.5 Interval (Collocator Installs Interconnection and Power Cabling)
 - 21.5.1 The intervals set forth in this Section apply only when Collocator installs interconnection and power cabling. AT&T-4322STATE will notify Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If AT&T-4322STATE determines that Collocator's

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Physical Collocation Application is unacceptable, AT&T-4322STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-4322STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.

21.5.2 The delivery interval relates to the period in which AT&T-4322STATE shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date AT&T-4322STATE receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide AT&T-4322STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as AT&T-4322STATE has received such response and payment. If the Collocator has not provided AT&T-4322STATE such response and payment by the twelfth (12) calendar day after the date AT&T-4322STATE notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T-4322STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T-4322STATE taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to the Collocator by AT&T-4322STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T-4322STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

21.5.3.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T-4322STATE will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

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21.5.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty-five (85) calendar days.

21.5.4 The second fifty percent (50%) payment must be received by AT&T-4322STATE prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by AT&T-4322STATE.

21.5.5 For the following Augments, the Collocator must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper shielded cable pair connections
- 12 fiber pair connections

21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by AT&T-4322STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T-4322STATE.

21.5.5.2 The delivery interval for the above Augments is determined by AT&T-4322STATE taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

21.5.5.3 The delivery interval assigned will be provided to the Collocator by AT&T-4322STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T-4322STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 2

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11- 20	35 calendar days	65 calendar days

21.5.5.4 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All applications received by AT&T-4322STATE from a Collocator within a ten (10)

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business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

21.5.6 For all Augments other than provided above, AT&T-4322STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-4322STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.6 Rates Elements for AT&T-4322STATE Central Offices

21.6.1 Caged Collocation

21.6.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When the Collocator selects the option to provide and install its power cable by a AT&T-4322STATE Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to AT&T-4322STATE Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T-4322STATE Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers AT&T-4322STATE Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-4322STATE, and leaving sufficient length of the cable in the manhole for AT&T-4322STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an AT&T-4322STATE Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-4322STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

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21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-4322STATE Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-4322STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-4322STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-4322STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-4322STATE Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-4322STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-4322STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-4322STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-4322STATE Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-4322STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

21.6.10.1 This rate element includes physical to physical, and physical to virtual connection options.

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-4322STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

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21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-4322STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-4322STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

21.6.10.1.5 Route Design

21.6.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary.

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APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

- 1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T-4322STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to AT&T-4322STATE's Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from AT&T-4322STATE pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any AT&T-4322STATE tariff, and agree not to so purchase or attempt to so purchase from any AT&T-4322STATE tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-4322STATE to enforce the foregoing (including if AT&T-4322STATE fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T-4322STATE may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-4322STATE may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.
- 1.3 Upon request from a Collocator, AT&T-4322STATE will provide one of the following maintenance alternates for its Virtual Collocation offering:
 - 1.3.1 In all of AT&T-4322STATE's premises, AT&T-4322STATE will offer Virtual Collocation wherein AT&T-4322STATE maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.
 - 1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. AT&T-4322STATE may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that AT&T-4322STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.
- 1.4 Virtual Collocation in the Central Office is available for interconnection with AT&T-4322STATE for the transmission and routing of Telephone Exchange Service and Exchange Access as well as AT&T-4322STATE provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with AT&T-4322STATE provided UNEs.

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- 1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with AT&T-4322STATE.
- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-4322STATE within AT&T-4322STATE's Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-4322STATE within AT&T-4322STATE's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for AT&T-4322STATE CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to AT&T-4322STATE for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T-4322STATE provided Lawful UNEs when the Equipment is Provided by the Collocator.
- 1.8 Virtual Collocation provides for interconnection between AT&T-4322STATE and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in AT&T-4322STATE Central Offices and for interconnection with AT&T-4322STATE provided Lawful UNEs in AT&T-4322STATE Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at AT&T-4322STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T-4322STATE CEVs, huts and cabinets. Upon request, AT&T-4322STATE will provide a listing of locations of AT&T-4322STATE's CEVs, huts or Cabinets.
- 1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between the Collocator and AT&T-4322STATE. Cross connects associated with Lawful UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
 - 1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in AT&T-4322STATE's Technical Publication <https://clec.att.com/clec/>.
 - 1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to AT&T-4322STATE under 47.U.S.C. § 251(c)(2) or accessing AT&T-4322STATE's Lawful UNEs under 47.U.S.C. § 251(c) (3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to AT&T-4322STATE's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to AT&T-4322STATE's Lawful UNEs "for the provision of a telecommunications service."
 - 1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. AT&T-4322STATE is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
 - 1.10.4 In addition, AT&T-4322STATE voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the AT&T/Ameritech Merger Conditions. Under the AT&T/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide

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Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the Collocator premises shall be considered network terminating equipment."

- 1.10.5 AT&T-4322STATE does not allow collocation of other Multifunctional Equipment, except that AT&T-4322STATE will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with AT&T-4322STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to AT&T-4322STATE's Lawful UNEs for the provision of a telecommunications service. AT&T-4322STATE voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if AT&T-4322STATE and Collocator mutually agree to such collocation.
- 1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. AT&T-4322STATE will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 AT&T-4322STATE voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if AT&T-4322STATE and Collocator mutually agree to such placement, in AT&T-4322STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), AT&T-4322STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an AT&T-4322STATE Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in AT&T-4322STATE or (2) requested by Collocator and accepted by AT&T-4322STATE on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). AT&T-4322STATE's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC AT&T/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 1.10.9 All types of network equipment placed in AT&T-4322STATE network equipment areas of Eligible Structures by AT&T-4322STATE or Collocator must meet AT&T-4322STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-4322STATE) prior to January 1, 1998 with no known history of safety

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problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-4322STATE and its contractors when engineering and installing equipment.

- 1.10.10 In the event that AT&T-4322STATE denied Collocation of Collocator's equipment, citing Safety Standards, AT&T-4322STATE will provide within five (5) business days of Collocator's written request to AT&T-4322STATE representative(s), a list of AT&T-4322STATE equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T-4322STATE equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event AT&T-4322STATE believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, AT&T-4322STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-4322STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.
- 1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If AT&T-4322STATE chooses to have its personnel present when the CLEC equipment is installed, then AT&T-4322STATE's presence will be at its own expense. However, if AT&T-4322STATE demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by AT&T-4322STATE.
- 1.12 Federal Telecommunications Act of 1996 (the "Act")
- 1.12.1 AT&T-4322STATE provides Virtual Collocation for interconnection to AT&T-4322STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to AT&T-4322STATE's Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).

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- 1.12.2 The use of Virtual Collocation for (1) interconnection to AT&T-4322STATE or (2) access to AT&T-4322STATE's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at AT&T-4322STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T-4322STATE CEVs, huts and cabinets.
- 1.12.3 In addition, the following terms and conditions contained in the AT&T-4322STATE's Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Section 5.1-Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for Interruptions, Section 9.4-Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section 9.7-Alterations, Section 11-Re-entry.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within AT&T-4322STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-4322STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-4322STATE's Central Office or Eligible Structure.
- 2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-4322STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of AT&T-4322STATE's Central Office or Eligible Structure.
- 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-4322STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-4322STATE's facilities. AT&T-4322STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 2.3.3 In the event that interior space in an Eligible Structure becomes available, AT&T-4322STATE will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate

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its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T-4322STATE property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. AT&T-4322STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-4322STATE premises where the adjacent structure will be placed. AT&T-4322STATE will not unreasonably withhold agreement as to the site desired by Collocator.
- 2.5 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-4322STATE or other collocators. AT&T-4322STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T-4322STATE is not reached regarding the Custom Work Charge, AT&T-4322STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-4322STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-4322STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, AT&T-4322STATE shall file the appropriate interconnection agreement amendment. However, AT&T-4322STATE shall not delay completion of such work during the agreement approval process. AT&T-4322STATE shall perform such work based upon provisional rates, subject to true up.
- 2.7 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.8 **Dedicated Space** - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in AT&T-4322STATE Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to AT&T-4322STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-4322STATE that house its network facilities, and all structures that house AT&T-4322STATE's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.10 **Infrastructure Systems** - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.11 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before AT&T-4322STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-4322STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space

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available for collocation; however, removal of the equipment shall not cause a delay in AT&T-4322STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, AT&T-4322STATE may reserve space for transport equipment for current year plus two years. Additionally, AT&T-4322STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-4322STATE or for future use by AT&T-4322STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-4322STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.

- 2.12 **Other (Inactive) Collocation Space** - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.
- 2.13 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.14 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.15 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of AT&T-4322STATE's network.

3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to AT&T-4322STATE or access to AT&T-4322STATE provided Lawful UNEs is ordered as set forth in AT&T-4322STATE's Interconnector's Collocation Services Handbook at <https://clec.att.com/clec/> for Virtual Collocation in 13-STATES. AT&T-4322STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.
- 3.2 AT&T-4322STATE will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

- 4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T-4322STATE's Lawful UNEs. The Collocator will, at its expense, provide the following:
 - 4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),
 - 4.1.2 All unique tools and test equipment,
 - 4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,
 - 4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,
 - 4.1.5 All training as described in Section 12.4.16.

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- 4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on AT&T-4322STATE property. Suitable replacements are to be immediately provided to AT&T-4322STATE to restore equipment.
- 4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-4322STATE Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

- 5.1 AT&T-4322STATE will work cooperatively with the Collocator to develop implementation plans including timelines associated with:
- 5.1.1 Placement of Collocator's fiber into the Central Office vault,
 - 5.1.2 Location and completion of all splicing,
 - 5.1.3 Completion of installation of equipment and facilities,
 - 5.1.4 Removal of above facilities and equipment,
 - 5.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-4322STATE on anticipated additional Virtual Collocation requirements,
 - 5.1.6 To the extent known, the Collocator is encouraged to provide AT&T-4322STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-4322STATE's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-4322STATE personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

- 6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T-4322STATE will begin development of the quotation. AT&T-4322STATE will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.
- 6.1.2 In responding to an application request, AT&T-4322STATE shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.
- 6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

Number of Applications By One Collocator	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

- 6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

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- 6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with AT&T-4322STATE at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.
- 6.1.6 Once AT&T-4322STATE has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.
- 6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.
- 6.2 Implementation Intervals
- 6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, AT&T-4322STATE will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.
- 6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.
- 6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

Type	Description	Interval	Exception
Virtual	Active Collocation space	90 calendar days	With <u>AT&T-4322STATE</u> installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bays/racks/frames

- 6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), AT&T-4322STATE shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.
- 6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, AT&T-4322STATE will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. AT&T-4322STATE will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where AT&T-4322STATE will be installing all or some of the bays. AT&T-4322STATE considers power to be available if

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sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.

- 6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.

6.3 Installation of Virtual Collocation Equipment

- 6.3.1 AT&T-4322STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

- 6.3.2 AT&T-4322STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

- 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

- 6.3.4 The Collocator and AT&T-4322STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T-4322STATE will cooperatively test the collocated equipment and facilities with the Collocator.

- 6.3.5 AT&T-4322STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

- 6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.

6.4.1.1 Major Revisions include:

- adding telecommunications equipment that requires additional electrical power.
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.

6.4.1.2 Minor Revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems.
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system.
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system.

6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

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6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by AT&T-4322STATE to determine whether the revision is major or minor.

6.5 Augments

6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to AT&T-4322STATE Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

6.5.2 AT&T-4322STATE will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

7.1 The Collocator will arrange to deliver to AT&T-4322STATE Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.

7.3 AT&T-4322STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-4322STATE may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to AT&T-4322STATE Central Offices and AT&T-4322STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-4322STATE on the Collocator's facilities and equipment.

8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-4322STATE with the location and identification of the equipment and a detailed description of the trouble.

8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-4322STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

9.1 The Collocator will request any and all maintenance by AT&T-4322STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-4322STATE with the location and identification of the equipment and a detailed description of the maintenance requested.

9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-4322STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

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

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- 10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-4322STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with AT&T-4322STATE to remove the Collocator's equipment and facilities from AT&T-4322STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. AT&T-4322STATE is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. AT&T-4322STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. AT&T-4322STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of AT&T-4322STATE or its contractors during the removal process. However, Collocator will indemnify and hold AT&T-4322STATE harmless for any damage done to virtually collocated equipment if AT&T-4322STATE permits the Collocator to hire a contractor approved by AT&T-4322STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by AT&T-4322STATE and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of CLEC Virtual Collocation equipment, AT&T-4322STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. AT&T-4322STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T-4322STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. RATE ELEMENTS (AT&T-4322STATE DOES ALL WORK)

- 12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to AT&T-4322STATE under section 251(c)(2) and for access to AT&T-4322STATE provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.
- 12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.
- 12.3 Rates and charges specific to Virtual Collocation for interconnection with AT&T-4322STATE for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to AT&T-4322STATE provided Lawful UNEs under 251(c)(3) in AT&T-4322STATE's Central Offices are set forth on Attachment 2 (Rates and Charges for AT&T-4322STATE Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T-4322STATE provided Lawful UNEs in AT&T-4322STATE CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for AT&T-4322STATE CEVs, huts and cabinets).
- 12.4 Rate Elements for AT&T-4322STATE Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with AT&T-4322STATE for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to AT&T-4322STATE's

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provided Lawful UNEs to be used in conjunction with Virtual Collocation in AT&T-4322STATE's Central Offices.

12.4.1 Planning Fee

12.4.1.1 The Planning Fee recovers AT&T-4322STATE costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for AT&T-4322STATE personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in AT&T-4322STATE's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by AT&T-4322STATE expressed as a monthly rate. AT&T-4322STATE's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by AT&T-4322STATE and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for AT&T-4322STATE to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits AT&T-4322STATE to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

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12.4.5.3 Safety and Security

12.4.5.3.1 Permits AT&T-4322STATE to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for AT&T-4322STATE pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-10 AMP feeds, 2-20 AMP feeds, 2-30 AMP feeds, 2-40 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T-4322STATE will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and AT&T will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPS), but AT&T shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPS. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat

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dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between ~~AT&T-4322STATE~~'s Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between ~~AT&T-4322STATE~~'s Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between ~~AT&T-4322STATE~~'s Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between ~~AT&T-4322STATE~~'s Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between ~~AT&T-4322STATE~~'s Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between ~~AT&T-4322STATE~~'s FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

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12.4.15 Timing Source Arrangement (Optional)

- 12.4.15.1 AT&T-4322STATE provided single signal from AT&T-4322STATE's timing source to provide synchronization between a Collocator's single network element and AT&T-4322STATE's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

- 12.4.16.1 AT&T-4322STATE is responsible for determining when training is necessary and how many of AT&T-4322STATE's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. AT&T-4322STATE will be limited to request training for four (4) of AT&T-4322STATE's personnel per location, unless a different number is mutually agreed upon by AT&T-4322STATE and Collocator.

- 12.4.16.2 The Collocator may have AT&T-4322STATE arrange for the required training of AT&T-4322STATE's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

- 12.4.16.3 If AT&T-4322STATE chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for AT&T-4322STATE employee training.

12.4.16.3.3 arrange and pay all costs associated with AT&T-4322STATE employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for AT&T-4322STATE employee training.

- 12.4.16.4 AT&T-4322STATE will work cooperatively with the Collocator to schedule AT&T-4322STATE's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for AT&T-4322STATE's personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

12.4.17.1.1 This rate element is a labor rate charged by AT&T-4322STATE to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-

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recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by AT&T-1322STATE to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

12.4.18.1 Fiber Cable (12 Fiber Pair)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

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12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by AT&T-4322STATE to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by AT&T-4322STATE to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for AT&T-4322STATE's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to AT&T-4322STATE's provided Lawful UNEs in AT&T-4322STATE's CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-4322STATE CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

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12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for AT&T-4322STATE personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

13.2 For purposes of virtually collocating equipment, AT&T-4322STATE shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to AT&T-4322STATE and other Collocators.

13.3 After Collocator has been provided with written notification by AT&T-4322STATE that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, AT&T-4322STATE shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, AT&T-4322STATE shall not prevent the Collocator from entering the Eligible Structure. If AT&T-4322STATE does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, AT&T-4322STATE shall deliver the requested documents to Collocator immediately upon locating same.

13.4 AT&T-4322STATE will provide a security escort with the Collocator paying the expense for the escort. AT&T-4322STATE will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that AT&T-4322STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and

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void, and all Virtual Collocation will be maintained by AT&T-4322STATE as described in Section 1.3 of this Appendix.

- 13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide AT&T-4322STATE with reasonable notice of the entry. Notice will be provided to AT&T-4322STATE's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to AT&T-4322STATE's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.
- 13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-4322STATE security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of AT&T-4322STATE or other Collocators in jeopardy.
- 13.7 AT&T-4322STATE may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.
- 13.8 AT&T-4322STATE shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-4322STATE's equipment suppliers with equivalent access.
- 13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF THE COLLOCATOR

- 14.1 Indemnification of AT&T-4322STATE Indemnification is governed by the General Terms and Conditions of this Agreement.
- 14.2 Insurance - Except as otherwise provided herein, Insurance will be governed by the General Terms and Conditions of this Agreement.

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of Collocator

- 15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-4322STATE's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T-4322STATE's own employees and authorized contractors must undergo. AT&T-4322STATE will not, however, require Collocator to receive security training from AT&T-4322STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T-4322STATE's Interconnector's Collocation Services Handbook at <https://clec.att.com/clec/> for Virtual Collocation in 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

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16.1 Rate Elements for AT&T-4322STATE's Offices

16.1.1 This security escort charge consists of the charges for AT&T-4322STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for AT&T-4322STATE's CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for AT&T-4322STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

16.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing CLEC collocation arrangements, including those established before the Effective Date of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-4322STATE Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and AT&T-4322STATE Main Distribution Frame (MDF) or its equivalent by AT&T-4322STATE Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, AT&T-4322STATE will install and stencil termination blocks or panels at AT&T-4322STATE Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's AT&T-4322STATE Approved Vendor. Intervals and provisioning for this offering are

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found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-4322STATE Approved Vendor must obtain an approved Method Procedure (MOP) from AT&T-4322STATE and follow AT&T-4322STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and AT&T-4322STATE's Battery Distribution Fuse Bay (BDFB) by AT&T-4322STATE Approved Power Installation Vendor. When AT&T-4322STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-4322STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 The Collocator must contact AT&T-4322STATE project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-4322STATE Power Plant Primary Distribution, which will be performed by AT&T-4322STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-4322STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T-4322STATE and follow AT&T-4322STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when CLEC hires AT&T-4322STATE Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 AT&T-4322STATE will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by AT&T-4322STATE. AT&T-4322STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If AT&T-4322STATE determines that Collocator's Virtual Collocation Application is unacceptable, AT&T-4322STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-4322STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when the Collocator installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which AT&T-4322STATE shall construct and turnover to the Collocator's AT&T-4322STATE Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T-4322STATE receives a complete and accurate Virtual Collocation Application from the Collocator.

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The Collocator must provide AT&T-4322STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as AT&T-4322STATE has received such response and payment. If the Collocator has not provided AT&T-4322STATE such response and payment by the twelfth (12th) calendar day after the date AT&T-4322STATE notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until AT&T-4322STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by AT&T-4322STATE taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by AT&T-4322STATE with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AT&T-4322STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Virtual Collocation Space Use	Overhead Iron/Racking Does Not Exist for Virtual Collocation Space Use	Additional Power or HVAC is Required for Virtual Collocation Space Use
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

17.3.1.3 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by AT&T-4322STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T-4322STATE.

17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by AT&T-4322STATE will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

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17.3.2 Payment

- 17.3.2.1 The second fifty percent (50%) payment must be received by AT&T-4322STATE prior to the space being turned over to the Collocator's AT&T-4322STATE Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's AT&T-4322STATE Approved Vendor by AT&T-4322STATE.

17.3.3 Cable Augments

- 17.3.3.1 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:
- 17.3.3.1.1 168 DS1 connections and/or
 - 17.3.3.1.2 48 DS3 connections and/or
 - 17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or
 - 17.3.3.1.4 12 fiber pair connections
- 17.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.
- 17.3.3.3 The cabling Augment interval is determined by AT&T-4322STATE taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by AT&T-4322STATE with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T-4322STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation Use
1 – 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

- 17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by AT&T-4322STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.
- 17.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:
- 17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where

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necessary elements such as overhead racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

17.3.4 All Other Augments

17.3.4.1 For all Augments other than provided above, AT&T-4322STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-4322STATE's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for AT&T-4322STATE Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When the Collocator selects the option to install the power cable by AT&T-4322STATE Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-4322STATE approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-4322STATE approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-4322STATE approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-4322STATE approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-4322STATE approved vendor, the Digital System Cross-Connect Frame at

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the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.7 Fiber Interconnection Cable Arrangement

17.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-4322STATE approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8 Collocation to Collocation Connection

17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

17.4.8.1.1 Fiber Cable (12 Fiber Pair)

17.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-4322STATE approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.2.1 Copper Cable

17.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-4322STATE approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.3.1 Coax Cable

17.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-4322STATE approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.4.1 Cable Racking and Hole

17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.5.1 Route Design

17.4.8.5.1.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

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APPENDIX DIRECT

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**APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.1.1 The Southern New England Telephone Company (**AT&T CONNECTICUT**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. **[add names for all 22 states]**
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri and AT&T Oklahoma, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.

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- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **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 doing business in Michigan.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 **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.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 **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.
- [add relevant terms for all 22 states]**
- 1.25 The Prices at which **AT&T-4322STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 "Automated Message Accounting" (AMA) – Billing detail recordings in the switch.
- 2.2 "Call Processing Data Link" (CPDL) - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
- 2.3 "Data Terminating Equipment" (DTE) - A terminal attached to a data network as an End User node.

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- 2.4 "Nortel Digital Multiplexing Switch" (DMS 200) - DMS performs base call processing functions and supports service capabilities.
- 2.5 "IBM RISC 6000 Processor" – The IBM platform that enables database search capabilities.
- 2.6 "Nortel Directory One" (D1) - D1 offers directory search applications built on a standard operating software environment.
- 2.7 "Nortel Directory One Call Control" - Allows bi-directional call control capability between the TOPS switch and the D1 network.
- 2.8 "Electronic White Pages" (EWP) - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 "Nortel Interactive Voice System" (IVS) - Peripheral off the switch that provides interactive audio.
- 2.10 "Nortel Multi Purpose Position" (MP, MPX or MPX-IWS) - Operator Workstations.
- 2.11 "Non-Published Number" (NP) - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 "Operator Service Center" (OSC) - Physical location of the Operators/workstations.
- 2.13 "Published Number" - A telephone number that is published in a telephone directory and is available upon request by calling an AT&T-4221STATE DA Operator.
- 2.14 "Nortel Queue Management System" (QMS) - Supports up to 255 unique queues on calls to operator positions.
- 2.15 "Nortel Traffic Operating Position System" (TOPS) - Performs base call processing functions and support service capabilities.
- 2.16 "Nortel/IBM Protocol" – Allows communication between Nortel Switch and IBM database.
- 2.17 "IBM Platform" – Offers directory search applications built on a standard operating software environment.

3. SERVICE

- 3.1 Direct Access allows CLECs access to AT&T-4221STATE's Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address AT&T-4221STATE will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.
- 3.2 Where technically feasible and/or available, CLEC may receive Direct Access from AT&T-4221STATE's host switches via a CLEC Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF AT&T-4221STATE

- 4.1 AT&T-4221STATE shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to CLEC for all AT&T-4221STATE listings.
- 4.2 AT&T-4221STATE shall provide DA listings to CLEC from its current DA records and in accordance with AT&T-4221STATE's methods, practices, and procedures.

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- 4.3 AT&T-422STATE shall provide CLEC access to the same listing information that is available to its own operators.
- 4.4 AT&T-422STATE shall maintain the same level of system performance for CLEC as it provides to itself.

5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall submit requests for Direct Access in writing to AT&T-422STATE. Requests for Direct Access will be pursuant to the Individual Case Basis (ICB) Process as outlined in the attached procedures.
- 5.2 When CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. AT&T-7STATE shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. AT&T-7STATE shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.
- 5.2.1 AT&T MIDWEST REGION 5-STATE – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

- 6.1 The CLEC providing the circuit between CLEC's office and AT&T-422STATE's office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC.
- 6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by AT&T-422STATE, and CLEC will reimburse AT&T-422STATE for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

- 7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix CLEC also agrees to release, defend, indemnify, and hold harmless AT&T-422STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by AT&T-422STATE employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

- 8.1 AT&T-422STATE - For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9. USE OF SUBSCRIBER LISTING INFORMATION

- 9.1 CLEC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

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10. ASSIGNMENT

- 10.1 The subscriber listing information accessed shall remain the property of AT&T-4221STATE. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC authorize any other company or any person to use any subscriber listing information for any purpose. Each pParty shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other pParty, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

- 11.1 Upon CLEC's request, and pursuant to the terms and conditions herein, AT&T-4221STATE will set rates and other appropriate criteria for provision of Direct Access to CLEC pursuant to the ICB process.
- 11.2 The following types of rates shall apply to Direct Access.
- 11.2.1 Service Establishment
- 11.2.1.1 CLEC shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time a CLEC orders Direct Access.
- 11.2.2 Direct Access Database Service
- 11.2.2.1 CLEC shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.
- 11.2.3 Direct Access Per Search
- 11.2.3.1 Where applicable, CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from AT&T-4221STATE's listing.

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APPENDIX DAL

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APPENDIX DAL (LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. [add all 22 states]
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

- 1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 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 doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 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.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 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.

[add relevant terms for all 22 states]

- 1.25 The prices at which AT&T-4322STATE agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, AT&T-4322STATE will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in AT&T SOUTHWEST REGION 5-STATE, Directory Assistance Listing Information Service (DALIS) in AT&T CALIFORNIA and Dialing Parity Directory Listings in AT&T MIDWEST REGION 5-STATE (herein after collectively referred to as DAL):
- 2.1.1 AT&T-4322STATE owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
- 2.1.2 AT&T-4322STATE uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call AT&T-4322STATE's DA to obtain such information.

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- 2.1.3 Inasmuch as AT&T-4322STATE provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), AT&T-4322STATE's database also contains directory assistance listing information for other ILEC and CLEC End Users.
- 2.1.4 CLEC, or its agent, wishes to provide DA service to CLEC's End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listings contained in AT&T-4322STATE's DA database.
- 2.1.5 AT&T-4322STATE agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
- 2.1.5.1 AT&T-4322STATE shall license its directory assistance listing information as defined in Exhibit A.
- 2.1.5.2 AT&T-4322STATE shall provide directory assistance listing information in a mutually acceptable format.
- 2.1.5.3 AT&T-4322STATE shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-4322STATE will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 Use of Directory Assistance Listing Information
- 2.2.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.
- 2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by AT&T-4322STATE, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.
- 2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

- 3.1 The directory assistance listings provided by AT&T shall remain the property of AT&T-4322STATE. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

- 4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's

breach is remedied. Further should CLEC breach this agreement, it shall immediately cease use of ~~AT&T-4322STATE~~'s directory assistance listing information.

5. LIABILITY

- 5.1 ~~AT&T-4322STATE~~ makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. ~~AT&T-4322STATE~~ makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 5.2 CLEC hereby releases ~~AT&T-4322STATE~~ from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.3 CLEC shall indemnify, protect, save harmless and defend ~~AT&T-4322STATE~~ (or ~~AT&T-4322STATE~~'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to ~~AT&T-4322STATE~~ Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and ~~AT&T-4322STATE~~, and/or against ~~AT&T-4322STATE~~ alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, ~~AT&T-4322STATE~~ may, at its option, assume and undertake its own defense, or assist in the defense of CLEC, in which event CLEC shall reimburse ~~AT&T-4322STATE~~ for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. CLEC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of ~~AT&T-4322STATE~~.

6. TERM OF APPENDIX

- 6.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.

APPENDIX 911

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APPENDIX 911

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions by which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) ~~will provide and~~ CLEC will interconnect their respective E911 networks. ~~This includes with access to the applicable AT&T-owned ILEC's 911 and E911 Databases and provide provision of interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAPs) as required by Section 251 of the Act.~~
- 1.2 The Parties acknowledge and agree that ~~the Parties AT&T-13STATE~~ can only provide 911/E911 Service in a territory where ~~the E911 Customer has designated either an AT&T-4322STATE or CLEC is as the E911 Service network provider, and then only that E911 sService configuration as purchased by the E911 Customer or PSAP (End User).~~ AT&T-13STATE's E911 Selective Routers and E911 Database Management System are by mutual agreement being provided on an "as is" basis.
- 1.3 ~~For CLECs with their own switches, AT&T-13STATE~~ Each Party shall provide access to its E911 Selective Routers as described herein ~~only where the PSAP and/or E911 Customer served by the E911 Selective Routers has requested approved CLEC the Party to carry E911 Emergency Services calls, which The PSAP and/or E911 Customer may approval is subject to being revoked, conditioned, or modified such request by the PSAP and/or E911 Customer at any time.~~

2. DEFINITIONS

- 2.1 "911 Service" means a Telephone Exchange Service that uses a universal telephone number to provide the public access to the PSAP by dialing 911. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area.
- 2.2 "911 System" or "E911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 sService.
- ~~2.2.3~~ "911 Trunk" or "E911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from AT&T-22STATE or CLEC's End Office to the E911 system.
- ~~2.3.2.4~~ "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- ~~2.4.2.5~~ "Automatic Number Identification" or "ANI" means the telephone number associated with a communications device that originates an emergency call, which is the number used to route an E911 call to the appropriate PSAP for use in retrieving the associated ALI record for display to the call taker associated with the access line from which a call to 911 originates.
- ~~2.5.2.6~~ "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- ~~2.6.2.7~~ "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for E911 systems.
- ~~2.7.2.8~~ "E911 Customer" or "PSAP" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

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- 2.82.9 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a ~~t~~Telephone ~~e~~Exchange ~~c~~ommunications ~~s~~ervice that uses a universal telephone number to provide the public access to the PSAP ~~whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911.~~ E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, ~~an/or transferring, and dispatching~~ of public emergency telephone calls ~~dialed~~ to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.
- 2.92.10 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.102.11 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.12 "Master Street Address Guide" means a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs), and is used to enable proper routing of E911 calls and/or the display of appropriate emergency response agencies to the PSAP call taker.
- 2.112.13 "National Emergency Number Association" or "NENA" means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, ~~set~~recommend standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.14 "PSAP ALI Messaging Interface Protocol" or "PAM" means an interface and an industry accepted protocol to retrieve the caller's ANI/ALI from another ALI system or from a dynamic ANI/ALI provider (e.g. MPC/VPC) for display at the appropriate PSAP upon the answer of an E911 call.
- 2.15 "Pseudo-ANI" or "pANI" means a 10 digit number that is used in place of ANI for E911 call routing and the delivery of dynamic ALI information.
- 2.122.16 "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.132.17 "Selective Routing" and "Selective Router" or "911/E911 Tandem" means the routing and equipment used at a Local Tandem to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.
- 2.18 "Service Order Information" or "SOI" means the wireline End User information acquired by the Parties and delivered to and retained by the designated E911 Service provider or pANI (Shell) records, and necessary for presentation to an ALI database in accordance with NENA Standard Formats & Protocols for ALI Data Exchange and/or Standards for Private Switch (PS) E-9-1-1 Database.
- 2.19 "Shell Records" means those pre-provisioned SOI--type records necessary to enable dynamic ANI/ALI call delivery and display methods, and used to determine call routing and the appropriate dynamic ANI/ALI provider responsible for providing the caller's ANI/ALI for display at the appropriate PSAP upon the answer of a 911 call.

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2.20 "Voice over Internet Protocol" or "VoIP" means a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires IP-compatible customer premises equipment (CPE); and (4) permits users to generally receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

3. AT&T-4322STATE AS DESIGNATED PRIMARY 911 SERVICE PROVIDER RESPONSIBILITIES

3.1 AT&T-4322STATE shall provide and maintain such equipment at the AT&T-22STATE 911 Selective Router and the DBMS as is necessary to provide CLEC E911 Emergency Services at parity with that of AT&T-4322STATE retail ~~e~~End ~~u~~Users and AT&T-22STATE E911 Customers. AT&T-13STATE shall provide CLEC access to the AT&T-13STATE 911 System as described in this section.

3.2 Call Routing

3.2.1 AT&T-4322STATE will route 911 calls from the AT&T-4322STATE Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 AT&T-4322STATE will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, AT&T-4322STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T-4322STATE will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.2.3 CLEC will transport 911/E911 Service calls from the POI(s) to the AT&T-22STATE Selective Router location as set forth in Appendix NIM.

3.2.4 CLEC will forward to the AT&T-22STATE Selective Router the ANI or pANI information associated with the End User calling 911.

3.3 Intentionally Omitted Facilities and Trunking

~~3.3.1 AT&T-13STATE shall provide and maintain sufficient dedicated E911 trunks from AT&T-13STATE's Selective Router to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission approved tariff and documented specifications of the E911 Customer.~~

~~3.3.23.1 AT&T-13STATE will provide facilities to interconnect the CLEC to the AT&T-13STATE Selective Router, as specified in the applicable AT&T-13STATE Special Access tariff. Additionally, when diverse facilities are requested by CLEC, AT&T-13STATE will provide such diversity where technically feasible, at standard AT&T-13STATE Special Access Tariff rates.~~

3.4 Database

3.4.1 Where AT&T-4322STATE is designated by the E911 Customer to manages the E911 Database, AT&T-4322STATE shall provide CLEC access to the AT&T-22STATE E911 Database to store CLEC's End User 911 Records ~~that is, (the name, address, and associated telephone number(s) for each of CLEC's End Users).~~ CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 Where AT&T-4322STATE manages the E911 Database, AT&T-4322STATE shall coordinate access to the AT&T-4322STATE DBMS for the initial loading and updating of CLEC End User 911 Records by CLEC.

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3.4.3 Where AT&T-4322STATE manages the E911 Database, AT&T-4322STATE's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e. facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

3.4.4 Where AT&T-22STATE manages the E911 Database, AT&T-22STATE shall provide an initial MSAG load and daily updates to CLEC for use in submitting MSAG valid End User record information to AT&T-22STATE's DBMS. CLEC shall be responsible for accepting and maintaining the daily updates from AT&T-22STATE.

Once the 911 Interconnection between CLEC and all AT&T-22STATE Selective Router(s) has been established, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T-22STATE for inclusion in AT&T-22STATE's DBMS on a timely basis.

3.4.6 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

3.4.7 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA recommended standards. The Company ID is used to identify the carrier of record in facility configurations.

3.4.8 CLEC is responsible for providing AT&T-22STATE updates to the E911 database. CLEC is responsible for correcting any errors that may occur during the entry of its data to the AT&T-22STATE 911 DBMS.

4. CLEC AS DESIGNATED PRIMARY 911 SERVICE PROVIDER RESPONSIBILITIES

4.1 In geographic areas in which CLEC has been designated as the primary 911/E911 Selective Routing provider, AT&T-22STATE will provide trunking to CLEC's network for the purpose of delivery of 911/E911 Service traffic from AT&T-22STATE's End Users' to PSAPs (End Users) served by CLEC's Selective Routing system. CLEC shall provide all hardware and software to terminate AT&T-22STATE End User 911/E911 Service calls delivered to CLEC to the appropriate PSAP served by CLEC's network.

4.2 Call Routing (for CLECs with their own switches)

4.2.1 AT&T-22STATE shall not deliver its End User's 911/E911 Service calls originating outside of CLEC's E911 serving area to CLEC's network except as noted below.

4.2.1.1 Split Wire Center Call Delivery Exception – Where AT&T-22STATE is technically incapable of segregating its End User 911 Service or E911 Service call traffic associated with a Wire Center and where the Wire Center serves End Users both within and outside of the CLEC network serving area, AT&T-22STATE shall work cooperatively with CLEC and the affected E911 Customer(s) (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E911 Service provider will serve as the "Primary" Selective Routing provider for direct trunking from the split wire center, and (iii) to establish which E911 service provider will serve as the "Secondary" Selective Routing provider receiving a call hand-off from the Primary Selective Routing provider.

4.2.1.2 Split Wire Center Call Delivery Cost - AT&T-22STATE shall be responsible for any and all costs incurred by CLEC resulting from AT&T-22STATE's inability to segregate its End User 911 Service or E911 Service call traffic and resulting in call hand-offs from CLEC's network to another E9-1-1 service provider's network.

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4.2.1.3 Split Wire Center "Partially Deployed" 911 Exception – Where AT&T-22STATE is technically incapable of segregating its End User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End Users that are within CLEC's network serving area and End Users that have not deployed 911 Services or E911 Services, 911 Service or E911 Service call traffic for the entire end office shall be delivered to CLEC for call delivery to the appropriate PSAP.

4.3 Database

4.3.1 CLEC shall provide an initial MSAG load and daily updates to AT&T-22STATE for use in submitting MSAG valid End User record information to CLEC's DBMS. It shall be the responsibility of AT&T-22STATE to accept and maintain the daily updates from CLEC.

4.3.2 AT&T-22STATE shall be solely responsible for providing AT&T-22STATE database records to CLEC for inclusion in CLEC'S DBMS on a timely basis.

4.3.3 AT&T-22STATE shall provide information on new End Users to CLEC within one (1) Business Day of the order completion. CLEC shall update the database within two (2) Business Days of receiving the data from AT&T-22STATE. If errors are detected in the data provided by AT&T-22STATE, the data shall be returned to AT&T-22STATE within two (2) Business Days from when it was received by CLEC.

4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the AT&T-13STATE Selective Router location.

4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T-13STATE 911 Selective Router.

4.2 Facilities and Trunking (for CLECs with their own switches)

4.2.1 CLEC shall provide interconnection with each AT&T-13STATE 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different Selective Routers and CLEC shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper E911 Selective Router.

4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to interconnect to each AT&T-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.3.1 CLEC is responsible for providing a separate E911 trunk group for each county or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.4 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CLEC switch and the AT&T-13STATE Selective Router.

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4.2.5 CLEC shall provide sufficient trunking to route CLEC's originating 911 calls to the designated AT&T-13STATE 911 Selective Router.

4.2.6A diverse (i.e. separate) 911 Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.

4.2.7 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch(es) to interconnect with the AT&T-13STATE 911 Selective Router.

4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law.

4.2.9 CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 trunks for interconnection with AT&T-13STATE.

4.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the AT&T-13STATE 911 Selective Router(s). CLEC is responsible for advising AT&T-13STATE of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-13STATE will refer network trouble to CLEC if no defect is found in AT&T-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database (applicable to all CLECs)

4.3.1 Once the 911 interconnection between CLEC and all appropriate AT&T-13STATE Selective Router(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T-13STATE for inclusion in AT&T-13STATE's DBMS on a timely basis.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG valid in electronic format based upon established NENA standards.

4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 CLEC is responsible for providing AT&T-13STATE updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T-13STATE 911 DBMS.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Each Party is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from the POI to the applicable 911 Selective Router(s). Each Party is responsible for advising the other Party of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying the other Party of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Each Party shall refer network trouble to the other Party if no defect is found in their respective network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times. For CLECs with their own switch(es), both parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from the CLEC's POI to the designated AT&T-13STATE 911 Selective Router(s).

5.1.1 AT&T-13STATE and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T-13STATE Selective Router(s). CLEC agrees that it will not pass live traffic until successful testing is completed by both Parties.

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5.2 911 Surcharge Remittance to PSAP

5.2.1 ~~For CLECs with their own switch(es),~~ The Parties agree that:

5.2.1.1 ~~AT&T-13STATE~~ Each Party is not responsible for collecting and remitting applicable 911 surcharges or fees directly from their respective End Users to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and

5.2.1.2 ~~AT&T-13STATE~~ Each Party collecting and remitting 911 surcharges is not responsible for providing the 911 Customer detail in accordance with Applicable Lawed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.2 ~~For CLEC Resellers, except where state law requires the ILEC to serve as a clearinghouse between Resellers and PSAPs, the Parties agree that:~~

5.2.2.1 ~~CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.~~

5.2.2.2 ~~AT&T-13STATE~~ shall include Reseller CLEC information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.3 ALI Host Maintenance

5.3.1 The Parties shall load pANI Shell Records and update ALI steering tables in both Parties' ALI databases to support PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g. wireless and nomadic VoIP calls).

5.3.2 The Parties shall employ PAM as the protocol for interoperability between the ALI systems for ALI retrieval from each Party's ALI database when no record found ALI steering conditions occur.

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of either Party's AT&T-13STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and provide ~~i~~interconnection and call routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

7.2 The Parties agree that the 911 System is provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by ~~AT&T-1322STATE~~ and CLEC. Each Party's These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to AT&T-13STATE not later than forty-five (45) days prior to the passing of live traffic. AT&T-13STATE shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.

- 7.3 The PartiesCLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLECeach Party's End Users are located. Each PartyCLEC shall provide documentation of all requisite approval(s) to AT&T-13STATE prior to use of CLEC'sthe E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of either PartyCLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. Each PartyCLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 In AT&T-2STATE and AT&T MIDWEST REGION 5-STATE the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.
- 7.6 Exhibit I shall not be required for inter-Selective Routing arrangements as described in Appendix ITR.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to the Parties' 911 and E911 Databases, ~~Interconnection and call routing of E911 call completion to a-the Parties' E911 Customers~~Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in the AT&T-13STATE's Appendix Pricing or applicable AT&T-13STATE Commission approved access tariff.

9. LIABILITY

- 9.1 AT&T-4322STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AT&T-4322STATE shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T-4322STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.
- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to AT&T-4322STATE, CLEC shall not be liable to AT&T-4322STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T-4322STATE until service is restored.
- 9.3 Each PartyCLEC agrees to release, indemnify, defend and hold harmless AT&T-13STATE~~the other Party~~ from any and all Loss arising out of AT&T-13STATE ~~providing CLEC access to the~~either Party's 911 System hereunder or out of CLEC'seither Party's End Users' use of the 911 System, whether suffered, made, instituted or asserted by AT&T-22STATE, CLEC, ~~its~~their respective End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by AT&T-22STATE or CLEC, ~~its~~their respective End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of AT&T-4322STATE or CLEC.
- 9.4 Each PartyCLEC also agrees to release, indemnify, defend and hold harmless AT&T-13STATE~~the other Party~~ from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or

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confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the pParty or pParties accessing the 911 System provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of AT&T-4322STATE or CLEC.

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APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR (Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 This Appendix provides descriptions of the trunking requirements between CLEC and ~~AT&T-4322STATE~~. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Meet Point" Traffic, Mass Calling, E911, Operator Services and Directory Assistance traffic.
- 1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users, which includes trunks for the transport of 911 Service traffic.
- 1.4 **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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. [add all AT&T affiliates in 22 states]
- 1.5 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.6 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.7 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.8 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.9 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.11 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.12 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.

- 1.13 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.14 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.15 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.16 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.17 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.18 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.
- 1.19 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.20 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.21 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.22 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.
- 1.23 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.24 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.25 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.26 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.

[add relevant terms for all AT&T affiliates in 22 states]

2. DEFINITIONS

- 2.1 "Access Tandem Switch" is defined as a switching machine within or connected to the public switched telecommunications network that is used to connect to and/or switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic in the AT&T SOUTHWEST REGION 5-STATE as well as switching Section 251(b)(5) Traffic, and ISP-Bound Traffic, and 911/E911 Tandems or Selective Routers in AT&T-2STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT.
- 2.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from eEnd uUsers purchasing local exchange services. A PBX is not considered an End Office Switch.

- 2.3 "IntraLATA Toll Traffic" or "IntraLATA Toll" is defined as traffic between one ~~AT&T-4322STATE~~ local calling area and the local calling area of another ~~AT&T-4322STATE~~ or LEC within one LATA within the respective state.
- 2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.
- 2.5 ~~Intentionally Omitted. "ISP-Bound Traffic" is as defined in Attachment: Intercarrier Compensation.~~
- 2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and ~~AT&T-4221STATE~~ End Users, ~~unless for 911/E911 Service traffic.~~ In ~~AT&T CONNECTICUT~~ these trunk groups will carry the same type of traffic, but they will be established and used as one-way.
- 2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.8 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.
- 2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.
- 2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area, ~~including 911/E911 Tandems or Selective Routers.~~
- 2.11 "Meet Point Trunk Group" carries traffic between CLEC's End Users and Interexchange Carriers (IXCs) via ~~AT&T-4322STATE~~ Access or Local/Access Tandem Switches.
- 2.12 "Offers Service" is defined as when ~~CLEC~~ ~~either Party~~ opens an NPA-NXX, ports a number to serve an End User, ~~routes E911 Service calls from communication service provider End Users, provides service to E911 Customers,~~ or pools a block of numbers to serve End Users.
- 2.13 ~~Intentionally Omitted. "Section 251(b)(5) Traffic" is as defined in Attachment: Intercarrier Compensation.~~
- 2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining telephone exchange service ~~local dialtone~~ from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining telephone exchange service ~~local dialtone~~ from ~~AT&T-4322STATE~~ where ~~AT&T-4322STATE~~ is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. ~~AT&T-4322STATE~~ shall issue ASRs for one-way trunk groups originating at the ~~AT&T-4322STATE~~ switch.
- 3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Meet Point Trunk Groups can be established between CLEC's switch and the appropriate ~~AT&T-4322STATE~~ Tandem Switch as further provided in this Appendix ITR.
- 3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's switch and an ~~AT&T-4221STATE~~ Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between CLEC's switch and an ~~AT&T-4221STATE~~ Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.

- 3.4 Local Interconnection Trunk Groups in AT&T CONNECTICUT must be ordered and provisioned as one-way to accommodate billing and technical limitations.
- 3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. AT&T-4322STATE agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 AT&T-4322STATE deploys in its network Local Only Tandem Switches (AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE), Local/IntraLATA Tandem Switches (AT&T SOUTHWEST REGION 5-STATE) Local/Access Tandem Switches and Access Tandem Switches. In addition AT&T-4322STATE deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).
- 4.2 CLEC ~~shall~~may establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE, and AT&T-2STATE. If CLEC Offers Service in a LATA in which there is no AT&T Local Tandem, CLEC ~~shall~~may establish Local Interconnection Trunk Groups to each AT&T-4322STATE End Office Switch in that LATA in which it Offers Service. CLEC ~~shall~~may establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in AT&T SOUTHWEST REGION 5-STATE. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the AT&T SOUTHWEST REGION 5-STATE, CLEC ~~shall~~may establish a Local Interconnection Trunk Group to each AT&T-4322STATE End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective AT&T-4322STATE Local Tandem on the trunk groups defined below. AT&T-4322STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.
- 4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an AT&T-4322STATE End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group (one-way in AT&T CONNECTICUT) when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to AT&T-4322STATE must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T-4322STATE Local Tandem. If an AT&T-4322STATE End Office does not subtend an AT&T-4322STATE Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.
- 4.4 All traffic received by AT&T-4322STATE on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a Remote End Office Switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch. The number of digits to be received by the AT&T-4322STATE End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way (one-way in AT&T CONNECTICUT).
- 4.5 Trunk Configuration
- 4.5.1 Trunk Configuration – AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT
- 4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC)

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transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

- 4.5.1.2 Any ~~AT&T-4322STATE~~ switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).

4.5.2 Trunk Configuration – ~~AT&T-2STATE~~

- 4.5.2.1 When Interconnecting at ~~AT&T-2STATE~~'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

- 4.5.2.2 When interconnecting at ~~AT&T CALIFORNIA~~'s DMS Access Tandem(s), 64CCC data and voice traffic may be combined on the same two-way Local Interconnection Trunk Group. 64 CCC data and voice traffic must be on separate two-way Local Interconnection Trunk Groups and not combined at ~~AT&T CALIFORNIA~~'s 4E Access Tandems.

5. TRUNK GROUPS

- 5.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and ~~AT&T-4322STATE~~ End Users.

- 5.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: ~~AT&T SOUTHWEST REGION 5-STATE~~.

- 5.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each ~~AT&T SOUTHWEST REGION 5-STATE~~ Local Only Tandem Switch in the local exchange area. Inter-Tandem switching is not provided unless used for inter-Selective Router ("SR") transfer/hand-off of E911 Service calls between different E911 network service providers.

- 5.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC switch and each ~~AT&T SOUTHWEST REGION 5-STATE~~ Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local exchange area. Inter-Tandem switching is not provided unless used for the inter-SR transfer/hand-off of E911 Service calls between the networks of different E911 Service providers.

- 5.2.3 ~~AT&T SOUTHWEST REGION 5-STATE~~ reserves the right to initiate a one-way IntraLATA Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which CLEC is interconnected.

- 5.2.4 Where traffic from CLEC switch to an ~~AT&T SOUTHWEST REGION 5-STATE~~ End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the ~~AT&T SOUTHWEST REGION 5-STATE~~ End Office.

- 5.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each ~~AT&T SOUTHWEST REGION 5-STATE~~ End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.

- 5.2.6 When ~~AT&T SOUTHWEST REGION 5-STATE~~ has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the ~~AT&T SOUTHWEST REGION 5-STATE~~ Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall

be established from CLEC's switch to each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch.

5.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.

5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT, AT&T-2STATE

5.3.1 Tandem Trunking – AT&T-2STATE and AT&T MIDWEST REGION 5-STATE

5.3.1.1 In AT&T-2STATE and AT&T MIDWEST REGION 5-STATE:

5.3.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all AT&T Local Only Tandems in the LATA for calls destined to or from all AT&T MIDWEST REGION 5-STATE End Offices that subtend the designated tandem. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.1.1.2 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all AT&T Local/IntraLATA, Local/Access, or Access Tandem Switch(es) (AT&T-2STATE only) in the LATA for calls destined to or from all AT&T-2STATE and AT&T MIDWEST REGION 5-STATE End Offices that subtend the designated tandems. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.2 Tandem Trunking – AT&T CONNECTICUT

5.3.2.1 In AT&T CONNECTICUT, Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all AT&T Local Tandems in the LATA for calls destined to or from all AT&T CONNECTICUT End Offices that subtend the designated tandem. These trunk groups shall be one-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish Direct End Office Trunk Groups for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic where actual or projected traffic demand is or will be twenty-four (24) or more trunks.

5.4 Meet Point Trunk Group: AT&T-4322STATE

5.4.1 IXC carried traffic shall be transported between CLEC's switch and the AT&T-4322STATE Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and IXCs via a AT&T-4322STATE Access Tandem Switch or Local/Access Tandem Switch.

5.4.2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.

5.4.3 When AT&T-4322STATE has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to every AT&T-4322STATE Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s).

5.4.4 AT&T-4322STATE will not block switched access customer traffic delivered to any AT&T-4322STATE Access Tandem Switch or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any AT&T-

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4322STATE Access Tandem Switch or Local/Access Tandem Switch that CLEC's switch subtends in each LATA. In no event will AT&T-4322STATE be required to route such traffic through more than one of its tandem switches for connection to/from switched access customers. AT&T-4322STATE shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.

- 5.4.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, AT&T-4322STATE will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: AT&T-4322STATE

- 5.5.1 If CLEC chooses AT&T-4322STATE to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC) 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the AT&T-4322STATE Access or Local/Access Tandem Switch.

- 5.5.2 All originating Toll Free Service 800/(8YY) calls for which CLEC requests that AT&T-4322STATE perform the Service Switching Point ("SSP") function (e.g. perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

- 5.5.3 CLEC may handle its own 800/(8YY) database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/(8YY) call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to AT&T-4322STATE over the Local Interconnection Trunk Group. In such case, CLEC is to provide an 800/(8YY) billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY) number, CLEC will route the post-query inter-LATA call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to AT&T-4322STATE's Access or Local/Access Tandem Switch. Calls will be routed to AT&T-4322STATE over the Local Only and/or Local Interconnection Trunk Groups or Meet Point Trunk Groups within the LATA in which the calls originate.

- 5.5.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to AT&T-4322STATE, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.6 E911 Trunk Groups

- 5.6.1 SS7 signaling will be the preferred method of provisioning for E911 Trunk groups. If SS7 is unavailable, Aa dedicated trunk group for each NPA shall be established to each appropriate E911 Selective Router switch within the local exchange area or LATA in which CLEC either Party Offers Service. This trunk group shall be provisioned as one-way outgoing only and will utilize MF CAMA signaling by NPA. or, where available, SS7 signaling. Each Party CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the pParties utilize SS7 signaling and the E911 network has the technology available, only one E911 tTrunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each

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NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunk groups per default PSAP or default ESN assignment dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the AT&T-13STATE E911 Selective Router switch that serves a specified geographic rate area.

- 5.6.2 In AT&T CONNECTICUT only, CLEC the Parties will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three separate dedicated trunk groups for each Connecticut NPA and default PSAP or default ESN assignment, from its switch to each of the Connecticut E911 Selective Routing tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 Selective Routing tandem. A second trunk group using SS7 will go to the Secondary E911 Selective routing tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 Selective Routing tandem and serve as a backup. These trunk groups shall be provisioned by CLEC as one-way outgoing only. CLEC will have administrative control for the purpose of issuing ASRs.
- 5.6.3 The Parties CLEC will cooperate with AT&T-13STATE to promptly test all E911 trunks and facilities between CLEC's network and the AT&T-13STATE E911 Selective Routing Tandem to assure proper functioning of E911 service. The Parties CLEC will not turn up live traffic until successful testing is completed by both Parties.
- 5.6.4 The Parties shall provide Interconnection with the other Party's 911 Selective Routers that serve the exchange areas in which either Party is authorized to and will provide telephone exchange service. Each Party shall provide sufficient trunking to route the Party's originating 911/E911 Service calls to the designated Selective Router. Each Party is responsible for determining the proper quantity of trunks and transport facilities from its switch(es) to interconnect with the appropriate Selective Router consistent with the forecasting requirements contained in this Appendix ITR.
- 5.6.5 The Parties acknowledge that End Users in a single local calling scope may be served by different Selective Routers and each Party shall be responsible for providing Interconnection facilities to route 911 calls from its End Users to the proper E911 Selective Router.
- 5.6.5.1 A diverse (i.e. separate) 911 Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. Each Party is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.
- 5.6.5.2 Each Party is responsible for providing a separate E911 Trunk group for each county or other geographic area that the Party serves if the E911 Customer for such county or geographic area has a specified varying default routing requirement. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA (area code) 911 where technology warrants it.
- 5.6.6 CLEC and AT&T-22STATE may deploy bi-directional inter-SR trunking using one-way trunk configurations that will allow transfers between PSAPs subtending AT&T-22STATE Selective Routers and PSAPs subtending on CLEC Selective Routers. CLEC will be responsible for deploying and maintaining one-way trunks from CLEC's E911 routing network for PSAP call transfers from CLEC subtending PSAPs to AT&T-22STATE subtending PSAPs. AT&T-22STATE will be responsible for deploying and maintaining one-way trunks from the AT&T-22STATE Selective Router for PSAP call transfers from the AT&T-22STATE subtending PSAPs to CLEC subtending PSAPs.

5.6.6.1 Configuration of inter-Selective Router trunk groups shall be designed to support the existing E911 generic of the AT&T-22STATE Selective Router tandem. AT&T-22STATE will notify CLEC of any upgrades to the AT&T-22STATE E911 generic in the SR that would allow for a different trunking configuration to support inter-Selective Router tandem transfer. This may include, but is not limited to:

(a) Establishment and maintenance of location specific route index dial plan translations to enable PSAP-to-PSAP inter-SR call transfers.

(b) Establishment and maintenance of trunk routing translations to enable PSAP-to-PSAP call transfers; consistent with generic capabilities of the AT&T-22STATE SR.

(c) Notification to the connecting Party of impending changes to call transfer translations and/or changes to the inter-Selective Router tandem trunk group at least thirty (30) Days in advance of the activation date, as well as coordination of testing coincident with activation of the changes.

5.6.6.2 Each Party will have a sufficient number of inter-Selective Router tandem trunks to support simultaneous inter-Selective Router tandem PSAP call transfers such that a P.01 grade of service is attained.

5.6.6.3 AT&T-22STATE will notify CLEC of any AT&T-22STATE Selective Routing generic software modifications applied that will enable PSAP-to-PSAP call transfer applications for PSAPs served by an AT&T-22STATE Selective Router that was formerly identified as being technically incapable of accommodating those call transfer arrangements.

5.6.6.4 Where technically feasible, each Party will establish and maintain appropriate Selective Routing database updates and/or trunk routing translations as necessary to support inter-tandem E9-1-1 PSAP call transfer capability requested by the 911 Customer.

5.6.6.5 AT&T-22STATE will provide the appropriate number of one-way outgoing 911/E911 Trunks over diversely routed facilities that will accommodate the existing E911 software generic of the AT&T-22STATE SR so as to enable AT&T-22STATE to transfer a 911 call to PSAPs served by CLEC's E911 routing network from PSAPs subtending the AT&T-22STATE SR.

5.6.6.6 The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer and each Party shall notify the other of changes, additions, or deletions to their respective inter-Selective Router dial plans.

5.6.6.7 Each Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Routing trunks. Each Party shall notify the other of any service outages on their respective inter-Selective Routing trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **AT&T-4221STATE**

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive

attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

<i>Number of Access Lines Served</i>	<i>Number of Mass Calling Trunks</i>
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify AT&T-4221STATE at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-4221STATE HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with AT&T-4221STATE the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify AT&T-4221STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T-4221STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&T-4221STATE Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.

5.7.5 In AT&T CONNECTICUT, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 35 Network Maintenance and Management of the General Terms and Conditions.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 Terms and Conditions for Inward Assistance Operator Services are found in Appendix INW.

5.8.2 If AT&T-4322STATE agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

5.8.2.1 Directory Assistance (DA)

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T-4322STATE Operator Services Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC)

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5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each AT&T-4322STATE Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI)

5.8.2.3.1 When AT&T-4322STATE's operator is under contract to verify the busy status of CLEC End Users, AT&T-4322STATE will utilize a segregated one-way with MF signaling trunk group from AT&T-4322STATE's Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to AT&T-4322STATE's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the Operator Services switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS Questionnaire

5.8.2.6.1 If CLEC chooses AT&T-4322STATE to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. TRUNK FORECASTING RESPONSIBILITIES: AT&T-4322STATE

6.1 ~~CLEC~~ Each Party agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. ~~AT&T-4322STATE shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC.~~ Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T-4322STATE General Trunk Forecast. The Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Appendix for a minimum of three (current plus 2 future) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders

greater than four (4) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.

6.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. AT&T-4322STATE shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to AT&T-4322STATE, unless otherwise specified in this Appendix.

6.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: AT&T-4322STATE

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: AT&T-4322STATE

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASRs on two-way trunk groups. In AT&T CONNECTICUT where one-way trunks are provisioned, AT&T CONNECTICUT will issue ASRs for trunk groups for traffic that originates from AT&T CONNECTICUT and terminates to CLEC.

8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSr) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSr is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSr. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.2.1 The Parties are responsible for determining the proper quantity of trunks and transport facilities from their switches to interconnect with the appropriate Selective Router. The Parties shall monitor their respective 911 Trunks for purposes of determining originating network traffic volumes. If traffic studies indicate additional 911 Trunks are needed to meet a P.01 grade of service as described in this Appendix ITR, the Parties shall provision additional 911 Trunks for Interconnection to the appropriate E911 network.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T-4322STATE will issue a TSGR. CLEC will issue an ASR within three (3) business days after receipt and review of the TSGR. CLEC will note "Service Affecting" on the ASR.

8.3.1.2 In a blocking situation, AT&T-4322STATE is responsible for issuing ASRs on one-way AT&T originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TSGR. AT&T-4322STATE will issue an ASR within three (3) business days after receipt and review of the TSGR.

8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TSGR is sent to CLEC for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.

8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TSGR shall be sent to CLEC.

8.3.2 Underutilization

8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.

8.3.2.1.2 Either Party may send a TSGR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TSGR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TSGR.

8.3.2.1.3 Upon review of the TSGR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TSGR.

8.3.2.1.4 If AT&T-4322STATE does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T-4322STATE will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-4322STATE reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Meet Point Trunk Groups.

8.3.3 Trunk Servicing – AT&T SOUTHWEST REGION 5-STATE Exceptions

8.3.3.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T SOUTHWEST REGION 5-STATE trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

8.4 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-4322STATE and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.4.1 Orders that comprise a project, i.e. greater than four (4) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

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

8.5.1 AT&T-4322STATE will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. AT&T-4322STATE will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-4322STATE ceasing to deliver traffic until the ASR(s) are received and processed.

8.6 CLEC Ordering Processes

8.6.1 Where AT&T-22STATE is ordering Interconnection to CLEC's network, AT&T-22STATE will follow CLEC's ordering processes as posted on CLEC's website.

9. TRUNK DATA EXCHANGE: AT&T-4322STATE

9.1 The Parties agree to exchange traffic data on two-way trunk groups and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date is agreed to by the Parties.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. The Parties may agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as

agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). The Parties agree that twenty (20) business days is the study period duration objective. However, on occasion a study period may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence. For AT&T originated one-way, or for any two-way trunk groups, these reports can be made available weekly upon request.

- 9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in an MS-Excel format.

10. NETWORK MANAGEMENT: AT&T-4322STATE

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and AT&T-4322STATE will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 CLEC and AT&T-4322STATE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. OUT OF EXCHANGE TRAFFIC

- 11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-AT&T incumbent exchange and consistent with the Appendix Out of Exchange Traffic.

12. SWITCHED ACCESS TRAFFIC

- 12.1 For purposes of this Agreement only, Switched Access Traffic shall be defined consistent with Applicable Law. ~~mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-43STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement~~ To the extent required by Applicable Law, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC ~~eEnd uUser~~ that obtains ~~local dial tone~~ telephone exchange service from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T ~~eEnd uUser~~ that obtains ~~local dial tone~~ telephone exchange service from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
- (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over ~~i~~Interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004) or any other FCC orders or applicable court decisions addressing the treatment of traffic for purposes of the charges applicable to Switched Access Traffic.

- 12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups inconsistent with Applicable Law, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. ~~If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.~~

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APPENDIX INW

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APPENDIX INW (Inward Assistance Operator Services)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. **[add all 22 states]**
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **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 doing business in Michigan.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 **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.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 **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.

[add all relevant terms for 22 states]

2. SERVICES

- 2.1 Where technically feasible and/or available, **AT&T-4322STATE** Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
- 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
- 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

- 3.1 **"General Assistance"** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.
- 3.2 **"Busy Line Verification"** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 3.3 **"Busy Line Verification/ Interrupt"** - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller

requesting the interrupt.

- 3.4 "Toll Center Code" - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.
- 3.5 "Operator Service Code" - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:
 - 4.1.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with AT&T-4322STATE's Operator assistance switch(es). It is the responsibility of AT&T-4322STATE to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.
 - 4.1.2 The CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the AT&T-4322STATE Operator assistance switch utilizing MF signaling. Likewise, AT&T-4322STATE will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to the CLEC's designated Operator assistance switch.
- 4.2 CLEC will furnish request for service in writing to AT&T-4322STATE, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by AT&T-4322STATE. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to AT&T-4322STATE to establish any new interconnection trunking arrangements.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the AT&T-4322STATE Operator assistance switches. These codes are specific to the various AT&T-4322STATE LATA's where AT&T-4322STATE Operator assistance switches are located.
- 5.2 AT&T-4322STATE Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the AT&T-4322STATE Operator to the CLEC Operator on an Inward basis.
- 5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

- 6.1 AT&T-4221STATE - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Appendix Pricing (Operator work seconds) and/or the applicable Commissioned ordered tariff where stated.

7. MONTHLY BILLING

- 7.1 AT&T-4322STATE will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to AT&T-4322STATE and remittance in full will be due within thirty (30) days of receipt.

8. LIABILITY

- 8.1 The CLEC agrees to defend and hold harmless AT&T-4322STATE from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all End uUser claims just as if the carrier operator had provided such service to its eEnd uUser directly and shall assert its tariff limitation of liability for benefit of both AT&T-4322STATE and carrier.
- 8.2 The CLEC also agrees to release, defend and hold harmless AT&T-4322STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by AT&T-4322STATE employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay AT&T-4322STATE, within thirty (30) days of the issuance of any bills by AT&T-4322STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-4322STATE pursuant to this Appendix prior to its termination.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

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APPENDIX INW**EXHIBIT I****SERVING AREA****OPERATOR SERVICES PROVIDER LOCATION:****CLEC SWITCH SERVING LOCATIONS:**

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

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APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. **[add all AT&T affiliates in 22 states]**
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 **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.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 **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.
- 1.25 **AT&T-4322STATE** shall provide, for CLEC's facilities and equipment, interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **AT&T-4322STATE** provides itself, a subsidiary, an affiliate, or any other party to which **AT&T-4322STATE** provides interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

[Add relevant terms for all AT&T affiliates in 22 states]

- 1.26 **Network Interconnection Methods (NIMs)** include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining interconnection, which shall be incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 251(c)(2) of the Act and Applicable Law.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

- 2.1 **AT&T-4322STATE**'s network is partly comprised of End Office switches, Local Only Tandem Switches (**AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, Selective Routers/E911 Tandems, and Access Tandem Switches. **AT&T-4322STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein,

the Parties will agree to a physical architecture plan, ~~for a specific interconnection area.~~ A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and AT&T-4322STATE's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks, ~~and which Party will provide (be financially responsible for) the interconnection facilities.~~ At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a technically feasible point on the AT&T-4322STATE network (End Office or Tandem building) identified by CLEC where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide and the POIs designated pursuant to Section 2.5 of this Appendix NIM.
- 2.3 Each Party is responsible for the facilities to its side of the ~~negotiated~~ POI(s), ~~and may utilize any method of interconnection described in this Appendix.~~ Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The Parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and AT&T-4322STATE.
- 2.4 Types of Points of Interconnection
 - 2.4.1 A "Tandem Serving Area" or "TSA" is an AT&T-4322STATE area defined by the sum of all local calling areas served by AT&T-4322STATE End Offices that subtend an AT&T-4322STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.
 - 2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within AT&T-4322STATE's network in the LATA where CLEC Offers Service.
 - 2.4.3 A "Single POI" is a single point of interconnection within a LATA on AT&T-4322STATE's network that is established to interconnect AT&T-4322STATE's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic/911/E911 Service traffic.
 - 2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
 - 2.4.5 In geographic areas in which AT&T-22STATE has been designated as the E911 Selective Routing provider, CLEC will establish a POI at AT&T-22STATE's E911 Tandem/Selective Router or other meet-point pursuant to Section 3.3 of this Appendix NIM for the exchange of 911 Service or E911 Service calls.
 - 2.4.6 ~~65~~ When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:
 - (i) at an AT&T-4322STATE TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-4322STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or
 - (ii) at an AT&T-4322STATE End Office in a local calling area not served by an AT&T-4322STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
 - 2.4.7 ~~66~~ The additional POI(s) will be established within 90 days of notification that the threshold has been met.
- 2.5 In geographic areas in which CLEC has been designated as the E911 Selective Routing provider, AT&T-22STATE shall exchange 911 Service and E911 Service traffic with CLEC as specified below in this Section 2.5.

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- 2.5.1 AT&T-22STATE shall transport 911/E911 Service traffic to two (2) geographically diverse POIs on CLEC's network. This traffic may be aggregated but not switched prior to hand-off at the CLEC POI.
- 2.5.2 AT&T-22STATE will provide E911 facility transport to the CLEC POIs exclusively used for termination of End User 911 Service and E911 Service traffic to CLEC's network. The transport facility must be capable of termination at a DS1 level and shall be physically provisioned in a diverse manner such that there will be no single point of facility or hardware failure between the originating office serving AT&T-22STATE's End Users and each geographically diverse POI.
- 2.5.3 AT&T-22STATE will order from CLEC a sufficient quantity of DS1 and DS0 terminations to CLEC's E911 network via the CLEC Access Service Request (ASR) process, in quantities such that a P.01 grade of service is maintained for each End Office trunk group established for use by AT&T-22STATE's End Users.
- 2.5.4 AT&T-22STATE will order a minimum of two (2) DS0 terminations over each DS1 termination ordered from CLEC.
- 2.5.5 AT&T-22STATE shall utilize Signaling System 7 (SS7) signaling protocol for DS0 terminations to CLEC's network where technically feasible.
- 2.5.6 AT&T-22STATE must maintain an official NENA Company Identifier and remain in good standing with NENA standards, including, but not limited to, the requirement that AT&T-22STATE make live technical assistance available on a 24 hour, 7 day a week, basis, in the event a E911 Customer needs to contact AT&T-22STATE for information that may assist with call tracing or problem resolution.
- 2.5.7 AT&T-22STATE must provide an official Access Carrier Name Abbreviation (ACNA) (currently assigned by Telcordia Technologies, Inc.) and a valid national Operating Company Number (OCN) (currently assigned by the National Exchange Carrier Association (NECA)) for use in CLEC's ordering, billing, maintenance, and inventorying systems.

Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

- 2.6 Intentionally Omitted. CLEC is solely responsible for the facilities that carry OS/DA, E911, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.

2.7 Technical Interfaces

- 2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
- 2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, ~~AT&T-4322STATE~~ will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.
- 2.7.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the Parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-4322STATE Tandem or End Office building and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation

3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-4322STATE Tandem or End Office building and wishes for AT&T-4322STATE to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Fiber Meet Point

3.3.1 Fiber Meet Point between AT&T-4322STATE and CLEC can occur at any mutually agreeable and technically feasible point at an AT&T-4322STATE Tandem, or End Office building or other mutually agreeable meet point between the Parties' networks within each local exchange area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT, and AT&T-2STATE).

3.3.1.1 When CLEC requests to interconnect at a Fiber Meet Point, CLEC and AT&T-22STATE will jointly provision the facilities that connect the two Parties' networks. AT&T-22STATE will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Each Party will provide fifty percent (50%) of the facilities to the Fiber Meet Point. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a Fiber Meet Point, each Party will be financially responsible for the facilities on its side of the Fiber Meet Point and will not bill the other Party for any portion of those facilities.

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups and 911 Trunks shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s) and 911 Trunk groups.

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 CLEC will provide fiber cable to the last entrance (or AT&T-4322STATE designated) manhole at the AT&T-4322STATE Tandem or End Office building. AT&T-4322STATE shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for AT&T-4322STATE to pull through to the AT&T-4322STATE cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T-4322STATE shall take the fiber from the manhole and terminate

it inside AT&T-4322STATE's office at the cable vault at AT&T-4322STATE's expense. In this case the POI shall be at the AT&T-4322STATE designated manhole location.

- 3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.3.9 CLEC and AT&T-4322STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.4 Other Interconnection Methods

- 3.4.1 The Parties may mutually agree to other methods of obtaining iInterconnection that are technically feasible which are incorporated into the Interconnection Agreement ~~by amendment~~.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 ~~Intentionally Omitted. For each local Interconnection within an AT&T-13STATE area, CLEC shall provide written notice to AT&T-13STATE of the need to establish Interconnection in each local exchange area (AT&T SOUTHWEST REGION 5 STATE) or LATA (AT&T-2STATE, AT&T CONNECTICUT and AT&T MIDWEST REGION 5 STATE). CLEC shall provide all applicable network information on forms acceptable to AT&T-13STATE (as set forth in AT&T's CLEC Handbook, published on the CLEC website).~~
- 4.2 ~~Upon receipt of CLEC's notice to interconnect,~~ The Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 Either pParty may add or remove additional switches. The pParties shall provide ~~42~~thirty (30) days written notice to establish ~~such additional~~ Interconnection arrangements; and the terms and conditions of this aAgreement will apply to such Interconnection.
- 4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each pParty on their side of the POI.

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APPENDIX OSS - RESALE & UNEs

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APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/Ameritech POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. **[add all AT&T affiliates in 22 states]**
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable AT&T-owned ILEC doing business in Connecticut.
- 1.6 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.8 **AT&T-4322STATE** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.
[add relevant terms for AT&T affiliates in 22 states]
- 1.9 "LSC" means the Local Service Center (LSC) for **AT&T-4322STATE**.
- 1.10 "LOC" means the Local Operations Center (LOC) for **AT&T-4322STATE**.
- 1.11 "Service Bureau Provider" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing **AT&T-4322STATE** OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.
- 1.12 "UNE" is as described in Appendix Lawful UNE.

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2. LAWFUL UNBUNDLING REQUIREMENTS

- 2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which AT&T-4322STATE provides under this Interconnection Agreement (ICA service(s)). Should AT&T-4322STATE no longer be obligated to provide a UNE under the terms of this Agreement, AT&T-4322STATE shall no longer be obligated to offer access and use of OSS for that ICA service.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and AT&T-4322STATE shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 Proper Use of OSS Interfaces

- 3.2.1 For AT&T-4322STATE, CLEC agrees to utilize AT&T-4322STATE electronic interfaces, as described herein, only for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-4322STATE's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-4322STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-4322STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T-4322STATE for any and all damages caused by such unauthorized entry.

- 3.3 Within AT&T-4322STATE regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.

- 3.3.1 In AT&T-4322STATE regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

- 3.3.2 This section applies to AT&T CALIFORNIA ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of AT&T CALIFORNIA, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless AT&T CALIFORNIA against any claim made by a consumer End User or governmental entity against AT&T CALIFORNIA or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.

- 3.3.3 Throughout AT&T-4322STATE region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-4322STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

- 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale services and UNEs. Rates and charges are subject to the terms of this Agreement and applicable tariffs are dependent on region of operation. CLEC is also responsible for all actions of its employees using any of AT&T-4322STATE's OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-4322STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-4322STATE to CLEC. In addition, CLEC agrees to indemnify and hold AT&T-4322STATE harmless against any claim made by an End User of CLEC or other third parties against AT&T-4322STATE caused by or related to CLEC's use of any AT&T-4322STATE OSS.
- 3.5 In the event AT&T-4322STATE has good cause to believe that CLEC has used AT&T-4322STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-owned ILEC in whose territory CLEC is doing business shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to AT&T-4322STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event CLEC does not agree that the CLEC's use of AT&T-4322STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-4322STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 To remedy the misuse for the balance of the agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, AT&T-4322STATE shall have the right to conduct an audit of CLEC's use of the AT&T-4322STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-4322STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-4322STATE shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T-4322STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-4322STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T-4322STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T-4322STATE.
- 3.8 When Resale service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AT&T-4322STATE and CLEC will use manual processes. Should AT&T-4322STATE develop electronic interfaces for these functions for itself, AT&T-4322STATE will make electronic access available to CLEC within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the AT&T-4322STATE region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

- 3.10 The Parties will follow the final adopted guidelines of "AT&T 4322-State Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.11 AT&T-4322STATE will and CLEC may participate in the Ordering and Billing Forum (OBF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T-4322STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and AT&T-4322STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T-4322STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.12 Due to enhancements and on-going development of access to AT&T-4322STATE OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AT&T-4322STATE shall provide proper notice of interface phase-out as required by the Change Management Process.
- 3.13 CLEC is responsible for obtaining operating system software and hardware to access AT&T-4322STATE OSS functions. All hardware and software requirements are specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by AT&T-4322STATE for any of its regions.

4. PRE-ORDERING

- 4.1 AT&T-4322STATE will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with AT&T-4322STATE region-specific ordering requirements.
- 4.2 **Pre-Ordering Functions for Resale Services and UNEs Include**
- 4.2.1 Feature/Service Availability
- 4.2.1.1 Feature Inquiry provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 4.2.2 Customer Service Information - CSI Inquiry
- Access to AT&T-4322STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the CLEC has obtained authorization from the End User for release of CPNI which complies with conditions as described in section 3.3 of this Appendix.
- 4.2.3 Telephone Number Inquiry
- AT&T-4322STATE provides a Telephone Number Reservation Inquiry, a Cancel Reservation function, and also provides a Telephone Number Confirmation Inquiry function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

AT&T-4322STATE provides address validation function.

4.3 The Following are Pre-Order Functions Specific to UNEs

4.3.1 Loop Pre-Qualification Inquiry

AT&T-4322STATE provides a loop pre-qualification inquiry function.

4.3.2 Loop Qualification Inquiry

AT&T-4322STATE provides a loop qualification inquiry function.

4.3.3 Common Language Location Indicator (CLLI) Inquiry

AT&T-4322STATE provides CLLI code inquiry function.

4.3.4 Connecting Facility Assignment (CFA) Inquiry

AT&T-4322STATE provides a CFA inquiry function.

4.3.5 Network Channel/Network Channel Interface (NC/NCI) Inquiry

AT&T-4322STATE provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions

4.4.1 Resale and UNE Pre-Order Interface Availability

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in AT&T-4322STATE to provide the pre-ordering functions listed in sections 4.2 and 4.3. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by AT&T-4322STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.5 Other Pre-Order Function Availability

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, AT&T-4322STATE will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)

Feature/Service Availability by Switch

Directory Names

Class of Service Codes

USOC (Universal Service Order Codes)

Community Names

Yellow Page Headings

PIC/LPIC (InterLATA/IntraLATA)

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5. ORDERING/PROVISIONING

5.1 AT&T-4322STATE provides access to ordering functions (as measured from the time AT&T-4322STATE receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes AT&T-4322STATE to provision in accordance with applicable AT&T-4322STATE ordering requirements. AT&T-4322STATE will provide CLEC access to one or more of the following systems or interfaces.

5.2 Service Order Request System Availability

5.2.1 AT&T-4322STATE makes available to CLEC an Electronic Data Interchange (EDI) application-to-application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with AT&T-4322STATE Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale services or UNEs, CLEC and AT&T-4322STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T-4322STATE Resale service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For AT&T-4322STATE, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T-4322STATE will utilize industry ASR guidelines developed by OBF based upon AT&T-4322STATE ordering requirements.

5.3 Provisioning for Resale Services and UNEs in AT&T-4322STATE

AT&T-4322STATE will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For AT&T-4322STATE, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.

5.3.2 For EDI ordering, AT&T-4322STATE will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 In AT&T-4322STATE, Electronic Bonding Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CLEC to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In AT&T-4322STATE, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1.227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and AT&T-4322STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel

Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and AT&T-4322STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 AT&T-4322STATE will bill CLEC for Resold services and UNEs. AT&T-4322STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T-4322STATE will provide CLEC billing information in a paper format, or via magnetic tape, as agreed to between CLEC and AT&T-4322STATE. Other alternate bill media, such as CD-ROM and DVD, will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1 In AT&T-4322STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
- 7.2.2 For Resale Services in AT&T SOUTHWEST REGION 5-STATE, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, AT&T SOUTHWEST REGION 5-STATE's Local Exchange Tariff.
- 7.2.3 For Resale Services in AT&T SOUTHWEST REGION 5-STATE, CLEC may view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.
- 7.2.4 In AT&T-4322STATE, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.5 AT&T-4322STATE will provide Loss Notifications. This notification alerts CLEC that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.
- 7.3 Electronic access to billing information for UNEs will also be available via the following interfaces:
- 7.3.1 In AT&T SOUTHWEST REGION 5-STATE, CLEC may view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.
- 7.3.2 In AT&T-4322STATE, CLEC may receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.3.3 In AT&T-4322STATE, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing AT&T-4322STATE ports, change their Competitive Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the AT&T SOUTHWEST REGION 5-STATE region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Northbrook, IL, serves AT&T MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the AT&T CONNECTICUT region. Each of these four xRAFs will provide CLECs dedicated access to the uniform application-to-application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access AT&T-4322STATE OSS interfaces to perform the supported functions in any AT&T-4322STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

- 8.2 For AT&T-4322STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units(CSU/DSU)) and circuit connection(s) up to the AT&T ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to AT&T-4322STATE "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the AT&T SOUTHWEST REGION 5-STATE LRAF, AT&T-2STATE PRAF, AT&T MIDWEST REGION 5-STATE ARAF, and AT&T CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T-4322STATE OSS via the public internet.
- 8.3 For AT&T-4322STATE, CLEC shall use TCP/IP to access AT&T-4322STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user ID / password unique to each individual for accessing an AT&T-4322STATE OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For AT&T-4322STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with AT&T-4322STATE data facilities for access to OSS will be in compliance with AT&T-4322STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS interfaces.
- 9.2 **Joint Security Requirements**
- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 CLEC shall immediately notify the ISCC when a employee user ID is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or AT&T-4322STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or

device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

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

9.3 Additional Responsibilities of Both Parties

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-4322STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited above.

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

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

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

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

- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-4322STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-4322STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

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

- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T-4322STATE, respectively, as the providers of the computer, network or information in question.

- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems,

networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.
- 9.6.3 User IDs will be revalidated on a monthly basis.

9.7 User Authentication

- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 9.7.2 Passwords must not be stored in script files.
- 9.7.3 Passwords must be entered by the user.
- 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

- 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

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

9.10 Software and Data Integrity

- 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring and Audit

- 9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (AT&T-4322STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

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

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

- 10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. OSS TRAINING COURSES

- 11.1 Prior to initial live OSS interface usage, a CLEC that intends to utilize AT&T-4322STATE interfaces must complete user education classes for AT&T-4322STATE-provided interfaces that affect the AT&T-4322STATE network. A separate agreement will be required as a commitment to enroll in training classes and to pay for a specific number of CLEC students in each class. CLEC can obtain a copy of the proposed contract and price list for these OSS classes from their CLEC account manager. Course descriptions and class schedules, by region, are published on the CLEC website and/or will be available through their CLEC account manager. CLEC training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

- 12.1 To the extent AT&T-4322STATE seeks to recover costs associated with OSS System Access and Connectivity, AT&T-4322STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

- 13.1 For AT&T SOUTHWEST REGION 5-STATE region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 For AT&T-4221STATE, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.2, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For AT&T-4322STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by AT&T-4322STATE on an Individual Case Basis (ICB) and priced as such.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 14.1 AT&T-4322STATE shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T-4322STATE OSS via a Service Bureau Provider as follows:
- 14.2.1 CLEC shall be permitted to access AT&T-4322STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-4322STATE to allow Service Bureau Provider to establish access to and use of AT&T-4322STATE's OSS.
- 14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.
- 14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-4322STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, AT&T-4322STATE shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 AT&T-4322STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T-4322STATE's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T-4322STATE's OSS) which could not be avoided by AT&T-4322STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

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OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

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OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

1. INTRODUCTION AND SCOPE

- 1.1 This Appendix sets forth the rates, terms and conditions under which the Parties shall jointly carry out Operator Services (OS) and Directory Assistance (DA) on a wholesale basis, regardless of whether CLEC is serving its eEnd uUsers via
 - 1.1.1 CLEC's own physical Switches,
 - 1.1.2 Resale of AT&T-4322STATE Retail OS/DA service, or
 - 1.1.3 Leased Circuit Switching from AT&T-4322STATE.
- 1.2 CLEC shall be the Retail OS/DA provider to its eEnd uUsers, and AT&T-4322STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-4322STATE shall answer CLEC's eEnd uUser OS/DA calls on CLEC's behalf, as follows:
 - 1.2.1 When the eEnd uUser dials 0 or 0+ the Telephone Number, AT&T-4322STATE shall provide the Operator Services described in Section 4 below.
 - 1.2.2 When the eEnd uUser dials 4-1-1 or 1-4-1-1, AT&T-4322STATE shall provide Directory Assistance as described in Section 5 below.
- 1.3 CLEC is free to charge its eEnd uUsers whatever retail OS/DA rates it wishes, and CLEC therefore acknowledges its responsibility (a) to obtain eEnd uUser agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.
- 1.4 In response to dialing eEnd uUser inquiries about OS/DA rates, AT&T-4322STATE Operators shall quote CLEC retail OS/DA rates, as they are provided by CLEC (see Section 6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-4322STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 6 below).
- 1.5 AT&T-4322STATE shall charge CLEC monthly, and CLEC agrees to pay monthly, the OS/DA rates found in the attached Appendix Pricing. The Parties agree that billing and payment details, including the assessment of late payment charges for unpaid balances, shall be governed by the underlying agreement between AT&T-4322STATE and CLEC.
 - 1.5.1 CLEC acknowledges and understands that these wholesale OS/DA rates differ between Resale and facilities-based¹ service, and that both types of OS/DA wholesale rates are listed in the attached price schedule. CLEC may serve both as a Reseller and as a facilities-based provider, and CLEC may convert facilities-based eEnd uUsers to Resale service, or vice versa, as described below in section 6.8.
 - 1.5.1.1 To the extent CLEC is serving as a Reseller and not a facilities-based provider, the facilities-based OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.
 - 1.5.1.2 To the extent CLEC is serving as a facilities-based provider and not as a Reseller, then the Resale OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.
 - 1.5.2 CLEC acknowledges and understands that AT&T-4322STATE uses a different billing system for Resale than for facilities-based service, and that if CLEC operates both as a Reseller and a facilities-

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¹By "facilities-based" the Parties mean either through CLEC's own switch, or via leased circuit switching from AT&T-4322STATE.

based provider, then CLEC will receive two different monthly invoices for OS/DA service from AT&T-4322STATE, one for Resale, and one for facilities-based service.

- 1.5.3 CLEC acknowledges and understands that the Resale OS/DA rates are based on AT&T-4322STATE's tariffed retail OS/DA rates, less the state resale discount, and therefore may change during the life of this Appendix OS/DA in a Resale Agreement, without written amendment, if

1.5.3.1 AT&T-4322STATE's retail tariff changes, or

1.5.3.2 The state resale discount changes.

2. GENERAL AT&T-4322STATE OBLIGATIONS FOR WHOLESALE OS/DA SERVICE

- 2.1 Dialing Parity. AT&T-4322STATE will provide OS/DA to CLEC's eEnd uUsers with no unreasonable dialing delays and at dialing parity with AT&T-4322STATE retail OS/DA services.
- 2.2 Response Parity
- 2.2.1 For Resale and Leased Circuit Switching, CLEC's eEnd uUsers shall be answered by AT&T-4322STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-4322STATE's retail eEnd uUsers.
- 2.2.2 For Resale and Leased Circuit Switching, any technical difficulties in reaching the AT&T-4322STATE OS/DA platform (i.e. cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-4322STATE retail eEnd uUsers served via that same AT&T-4322STATE end office switch.
- 2.2.3 For all service types, AT&T-4322STATE will include CLEC's eEnd uUser OS/DA calls in its speed of response measurements reported to the state regulatory commission, if any.
- 2.3 Daily Usage File (DUF)
- 2.3.1 For Resale and Leased Circuit Switching, AT&T-4322STATE will record CLEC's OS/DA usage on its Resale and Leased Circuit Switching lines and include that call detail in the Daily Usage File (DUF) as described elsewhere in the underlying wholesale agreement, but at a minimum, the DUF shall be in industry-standard Exchange Message Interface format and will be in compliance with the Ordering and Billing Forum guidelines.
- 2.3.2 When CLEC is operating its own switch-based service, AT&T-4322STATE will transmit similar usage recorded by the AT&T-4322STATE OS/DA switch via a mutually agreed electronic interface for CLEC's switch.

3. REQUIREMENTS FOR CIRCUIT SWITCHES TO PHYSICALLY INTERCONNECT

- 3.1 To the extent that CLEC is serving its own switches and wishes to interconnect with AT&T-4322STATE's OS/DA switches, then the Parties' physical interconnection and trunking requirements are described in this section. All OS/DA interconnection and trunking arrangements shall be subject to the mutual agreement of the pParties, and any unresolved differences in the OS/DA physical interconnection or trunking arrangements shall be handled pursuant to the Dispute Resolution provisions in the underlying agreement.
- 3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be within the LATA in which the CLEC's OS/DA traffic originates.
- 3.2.1 Because CLEC's switch may serve eEnd uUsers in more than one LATA, the Parties agree that, for purposes of this Appendix OS/DA only, CLEC's OS/DA traffic originates from the physical location of the eEnd uUser dialing "0" or "411", and not the physical location of CLEC's switch.

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- 3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the ~~eEnd u~~User dialing 0 or 411 shall be deemed the ~~eEnd u~~User's physical billing address, regardless of whether the ~~eEnd u~~User may be roaming at the time of placing the OS/DA call.
- 3.3 The Parties' general preference would be to establish an OS/DA demarcation point at the ~~AT&T-4322STATE~~'s OS/DA switch in that LATA, but the Parties recognize that the demarcation point for OS/DA traffic between the Parties' networks could depend on a variety of engineering and location-specific factors which include, but are not limited to,
- 3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic
- 3.3.2 Whether CLEC wishes to interconnect for both OS and DA, or just OS, or just DA;
- 3.3.3 Whether CLEC OR CLEC's affiliate has collocated in an ~~AT&T-4322STATE~~ Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.4 Whether CLEC or CLEC's affiliate already has existing OS/DA facilities in place to the ~~AT&T-4322STATE~~'s OS/DA platforms.
- 3.4 CLEC shall provide the necessary facilities to interconnect with ~~AT&T-4322STATE~~'s OS/DA switch(es) at a mutually-agreeable demarcation point between the Parties' networks. CLEC may self-provision these OS/DA facilities, lease them from third parties, or lease them from ~~AT&T-4322STATE~~'s intrastate Special Access Tariff. CLEC will be financially responsible for the OS/DA facilities on its side of the demarcation point, and ~~AT&T-4322STATE~~ will be financially responsible for the OS/DA facilities on its side of the demarcation point.
- 3.5 General OS/DA Trunking Requirements
- 3.5.1 CLEC will initiate an ASR for all OS/DA trunk groups from its switch to the appropriate ~~AT&T-4322STATE~~ OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, ~~AT&T-4322STATE~~ will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunking between the ~~p~~Parties.
- 3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EOOSS) from the ~~AT&T-4322STATE~~ End Offices to the ~~AT&T-4322STATE~~ OS/DA switches that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).
- 3.5.3 If EOASS is not technically feasible, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each ~~AT&T-4322STATE~~ OS/DA switch for each served NPA in the LATA.
- 3.6 Specific OS/DA Trunk Groups, and their Requirements
- 3.6.1 Operator Service (OS) Trunks. CLEC shall establish a one-way trunk group from CLEC's switch to the ~~AT&T-4322STATE~~ Operator Services switch serving OS ~~eEnd u~~Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
- 3.6.2 Directory Assistance (DA)/Directory Assistance Call Completion (DACC) Trunks. CLEC shall establish a one-way trunk group from CLEC's switch to the ~~AT&T-4322STATE~~ Directory Assistance switch serving DA ~~eEnd u~~Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier. If OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

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- 3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks. When CLEC wishes for AT&T-4322STATE to perform Busy Line Verification or Emergency Interrupt for CLEC eEnd uUsers, AT&T-4322STATE will need a segregated one-way BLV trunk group with MF signaling from AT&T-4322STATE's Operator Services switch to CLEC's switch serving eEnd uUsers in that LATA. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

4. SPECIFICS OF OS OFFERINGS AND RECURRING CHARGES

- 4.1 Operator Services Rate Structure. AT&T-4322STATE will assess its Operator Services charges based upon whether the CLEC eEnd uUser is receiving (a) manual Operator Services (i.e., provided a live Operator), for which a per work second charge will apply, or (b) automated Operator Services (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live Operators), where a flat rate per call charge will apply. See the attached Appendix Pricing for the full set of OS recurring and nonrecurring rates.
- 4.2 Operator Services Call Processing. Whether manual or automated, AT&T-4322STATE will provide the following services when processing a 0-dialed call from CLEC's line, regardless of whether Directory Assistance is also requested:
- 4.2.1 General Operator Assistance - The eEnd uUser dialing 0 may ask the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls; handling emergency calls, handling credits.
- 4.2.2 Calling Card - The eEnd uUser dialing 0 may provide the OS Operator with a Calling Card number for billing purposes, and seek assistance in completing the call.
- 4.2.3 Collect - The eEnd uUser dialing 0 may ask the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
- 4.2.4 Third Number Billed - The eEnd uUser dialing 0 may ask the OS Operator to bill the call to a different number than the calling or called number.
- 4.2.5 Person-To-Person Service - The eEnd uUser dialing 0 may ask the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 4.2.6 Busy Line Verification - A service in which the eEnd uUser dialing 0 will ask the OS Operator to check the requested line for conversation in progress and advise the caller of the status.
- 4.2.7 Busy Line Interrupt - A service in which the eEnd uUser dialing 0 asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

5. SPECIFICS OF DA OFFERING AND RECURRING CHARGE

- 5.1 Directory Assistance Rate Structure. AT&T-4322STATE charges local DA by one rate, and all other DA products by a separate rate. In both cases DA charges are assessed on a flat rate per call, regardless of call duration. See the attached Appendix Pricing for the DA recurring and nonrecurring rates.
- 5.2 Directory Assistance Call Processing. Where technically feasible and/or available, AT&T-4322STATE will provide the following DA Services when a CLEC eEnd uUser served dials 411 or 1-411, regardless of whether Operator Services are also requested from AT&T-4322STATE:
- 5.2.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the dialing eEnd uUser.

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- 5.2.2 Directory Assistance Call Completion (DACC). A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA eEnd uUser, utilizing an automated voice system or with operator assistance.
- 5.2.3 National Directory Assistance (NDA). A service whereby callers may request Directory Assistance outside their LATA or local calling area for any listed telephone number in the United States.
- 5.2.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.
- 5.2.5 Business Category Search (BCS) (Where Available). A service in which the eEnd uUser may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

6. OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION

- 6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore CLEC agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by CLEC's eEnd uUser, and this greeting is mandatory, not optional, when AT&T-4322STATE is the OS/DA provider.
 - 6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-4322STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T-4322STATE CLEC website (<https://clec.att.com/clec>).
 - 6.1.2 AT&T-4322STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.
- 6.2 If CLEC does not wish to brand the OS/DA calls, CLEC may also have their eEnd uUser hear silence upon connecting with the OS/DA switch by having AT&T-4322STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.
 - 6.2.1 CLEC understands that silent announcements may not be perceived by dialing eEnd uUsers as ordinary mechanical handling of OS/DA calls.
 - 6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-4322STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing eEnd uUser.
 - 6.2.3 AT&T-4322STATE must make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by CLEC.
- 6.3 AT&T-4322STATE will be responsible for loading the CLEC-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-4322STATE retail eEnd uUsers. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.

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- 6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are found in the attached Appendix Pricing.
- 6.5 In all current AT&T-4322STATE OS/DA switches, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 6.6 AT&T-4322STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC-provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 6.7 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, a CLEC Reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Appendix Pricing.
- 6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service.
- 6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-4322STATE OS/DA switches for both Resale and facilities-based service, then no Non-Recurring Charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-4322STATE OS/DA switches for Resale and/or facilities-based service, then Non-Recurring Charges apply to set up the OS/DA call for the new type of service, as is described in section 6 above, and at the rates set forth in the attached Appendix Pricing.

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APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4). This Appendix does not govern the Parties' exchange of 911/E911 Service calls or the inter-Selective Router transfer of 911/E911 Service calls.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. [add all AT&T affiliates in 22 states]
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means INTRADO COMMUNICATIONS INC. «CLEC Legal Name» operating within AT&T-4322STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-4322STATE.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC eEnd uUser located in another ILEC's incumbent local exchange area and terminates to an AT&T-4322STATE eEnd uUser located in an AT&T-4322STATE local exchange area or;
 - (ii) Originates from an AT&T-4322STATE eEnd uUser located in an AT&T-4322STATE local exchange area and terminates to an OE-LEC eEnd uUser located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T-4322STATE incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T-4322STATE's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T-4322STATE pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which AT&T-4322STATE agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-4322STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-4322STATE is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T-4322STATE's incumbent local exchange areas. AT&T-4322STATE has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-4322STATE's incumbent local exchange areas. In addition, AT&T-4322STATE is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act

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and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-1322STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T-1322STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T-1322STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the eEnd uUser that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.

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3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within AT&T-4322STATE exchange areas and has a Point of Interconnection ("POI") located within AT&T-4322STATE exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T-4322STATE exchange areas. Based upon the foregoing, the Parties agree that AT&T-4322STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T-4322STATE will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from AT&T-4322STATE's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the eEnd uUsers of OE-LEC and AT&T-4322STATE, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T-4322STATE End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T-4322STATE serving tandem in a LATA. This requirement may be waived upon mutual agreement of the pParties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If AT&T-4322STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T-4322STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-4322STATE terminated traffic or AT&T-4322STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to the other pParty and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 AT&T-4322STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-4322STATE (as reflected in the LERG). Any compensation due AT&T-4322STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-4322STATE serving tandems are reflected by AT&T-4322STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-4322STATE tandem. AT&T-4322STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to AT&T-4322STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 AT&T-4322STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-4322STATE exchange areas, in AT&T-4322STATE Tandems and End Offices using AT&T-4322STATE's standard code opening timeframes.

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5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 AT&T-4322STATE will exchange AT&T-4322STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-4322STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the AT&T-4322STATE exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T-4322STATE exchange, AT&T-4322STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T-4322STATE will not provision or be responsible for facilities located outside of AT&T-4322STATE exchange areas.
- 6.2 The Parties agree that the associated traffic from each AT&T-4322STATE End Office will not alternate route.
- 6.3 OE-LEC must provide AT&T-4322STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-4322STATE terminated traffic or AT&T-4322STATE originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to the other pParty and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 6.5 AT&T-4322STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-4322STATE (as reflected in the LERG). Any compensation due AT&T-4322STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-4322STATE serving tandems are reflected by AT&T-4322STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-4322STATE-tandem. AT&T-4322STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 6.6 AT&T-4322STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-4322STATE exchange areas, in AT&T-4322STATE Tandems and End Office(s) using AT&T-4322STATE's standard code opening timeframes.
- 6.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

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APPENDIX INTERCARRIER COMPENSATION

**(AFTER FCC ORDER NO. 01-131, AGREEING TO
EXCHANGE ALL ISP-BOUND and SECTION
251(b)(5) TRAFFIC AT THE FCC RATES IN
CERTAIN STATES, WHERE APPLICABLE)**

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s). This Appendix does not apply to 911 Service or E911 Service calls delivered to either AT&T-22STATE's 911 System or CLEC's 911 System. Such calls shall not be billed at reciprocal compensation rates, access rates, or transit rates.
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local circuit switching purchased by CLEC from ~~AT&T-4322STATE~~ on a wholesale basis (non-resale) and used in providing ~~wireline~~ local telephone exchange (~~dialtone~~) service to its ~~eEnd u~~User customers.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. ~~AT&T-4322STATE~~ will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an End User that is served by a carrier providing telecommunications services utilizing ~~AT&T-4322STATE~~'s Resale Service.
- 1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

- 2.1 **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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. [add AT&T affiliates for 22 states]
- 2.2 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 2.3 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri and AT&T Oklahoma, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 2.4 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.5 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.6 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 2.7 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE**, the applicable AT&T-owned ILEC(s) doing business in

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Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

- 2.8 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.9 AT&T ARKANSAS - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 2.10 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 2.11 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 2.12 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 2.13 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 2.14 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 doing business in Michigan.
- 2.15 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 2.16 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 2.17 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 2.18 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.
- 2.19 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 2.20 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 2.21 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 2.22 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 2.23 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.

[add relevant terms for AT&T affiliates in 22 states]

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the North American Numbering Plan (NANP) containing a unique three digit area code (NPA) and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either pParty identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 3.4 For those usage based charges where actual charge information is not determinable by AT&T-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating pParty in accordance with Section 13.2 below.
- 3.5 ~~CLEC~~The Parties shall ~~has the sole obligation to~~ enter into intercarrier compensation arrangements with third party telecommunications carriers regarding ~~CLEC's~~their traffic and such other carriers' traffic, including without limitation anywhere ~~CLEC~~either Party originates traffic to or terminates traffic from an End User being served by a third party telecommunications carrier who has purchased local switching from the other Party AT&T-13STATE on a wholesale basis (non-resale) ~~which that~~ is used by such telecommunications carrier to provide ~~wireline~~ local telephone exchange service ~~(dialtone)~~ to its End Users. In no event will either Party AT&T-13STATE have any liability to ~~CLEC~~the other Party or any third party if ~~CLEC~~a Party fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom ~~CLEC~~a Party does not have a traffic compensation agreement, ~~CLEC~~both Parties will indemnify, defend and hold harmless the other Party AT&T-13STATE against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and ~~CLEC~~the relevant Party will bill their respective charges directly to each other. AT&T-13STATE Neither Party will ~~not~~ be required to function as a billing intermediary, e.g., clearinghouse. AT&T-13STATE The Parties may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.
- 3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.
- 3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs. In AT&T CONNECTICUT, when CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis to provide service to its End Users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic

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originated by CLEC's End Users are not subject to intercarrier compensation as addressed in Section 4.7.3 below.

- 3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.
- 3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by AT&T-4322STATE the Parties pursuant to this agreement.
- 3.9.1 More specifically, and without limiting the foregoing Section 3.9, the Parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within AT&T-4322STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-4322STATE. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, MCA Traffic, IntraLATA Toll Traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- (i) Originates from an OE-LEC End User located in another ILEC's incumbent local exchange area and terminates to an AT&T-4322STATE End User located in an AT&T-4322STATE local exchange area or;
 - (ii) Originates from an AT&T-4322STATE End User located in an AT&T-4322STATE local exchange area and terminates to an OE-LEC End User located in another ILEC's incumbent local exchange area.

4. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

- 4.1 Section 251(b)(5) Traffic is as defined by Applicable Law, including the rules, regulations, and orders of the FCC and courts of competent jurisdiction, shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:
- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 4.2 AT&T-4221STATE made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

AT&T-4322STATE and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by AT&T-4322STATE in a particular state without waiving, and expressly reserving, all

appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

- 4.2.1 Should a regulatory agency, court or legislature change or nullify the AT&T-4322STATE's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among AT&T-4322STATE, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged to which Intervening Law applies as Local Calls within the meaning of this Appendix.
- 4.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act if such order so requires. ~~By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among AT&T-43STATE, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.~~
- 4.3 In AT&T-4221STATE the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1 and ISP-Bound Traffic, as defined in Section 5.1 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5.3.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that AT&T-4221STATE has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004. Until and unless AT&T CONNECTICUT chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Section 4 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic as for that particular state.
- 4.4 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-4322STATE), the following tandem serving rate elements are applicable on a terminating MOU basis and includes compensation for the following sub-elements:
- 4.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.
- 4.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.

- 4.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.5 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-4322STATE), the following end office switching rate elements are applicable on a terminating MOU basis::
- 4.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.6 CLEC shall only be paid End Office Serving Rate Elements.
- 4.7 Intercarrier Compensation for Wholesale Local Switching Traffic
- 4.7.1 Where CLEC purchases local switching from AT&T-4221STATE on a wholesale basis, CLEC will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T-4221STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.
- 4.7.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T-4221STATE and CLECs when CLEC purchases local switching from AT&T-4221STATE on a wholesale basis:
- 4.7.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-4221STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 4.7.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-4221STATE and CLEC where CLEC's End User originates a call that is terminated to a AT&T-4221STATE End User, such traffic shall be paid for reciprocally at the FCC Plan rate set forth in Section 5.3.2 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.
- 4.7.3 In AT&T CONNECTICUT, when CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis to provide service to its End Users, AT&T CONNECTICUT will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's End Users. When CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis, CLEC can not seek intercarrier compensation from AT&T CONNECTICUT for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an AT&T CONNECTICUT End User or a third party carrier's End User.

5. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

- 5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and AT&T-4322STATE as defined in the FCC ISP Compensation Order, in which the originating End User of one Party and the ISP served by the other Party are:

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

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~~b.a. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.~~

In states in which ~~AT&T-4322STATE~~ has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.4 of this Appendix.

- 5.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) ~~AT&T-4322STATE~~ has made an offer as described in Section 4 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.
- 5.3 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic
- 5.3.1 The rates, terms, and conditions in Section 5 apply to the termination of all Section 251(b)(5) Traffic as defined in Section 4.1 and ISP-Bound Traffic as defined in Section 5.1 and ISP-Bound Traffic is subject to the rebuttable presumption.
- 5.3.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at \$.0007 per minute of use.
- 5.3.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.
- 5.4 ISP-Bound Traffic Rebuttable Presumption
- 5.4.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.4. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the FCC or Commission. If a Party seeking to rebut the presumption takes appropriate action at the FCC or Commission pursuant to Section 252 of the Act and the FCC or Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the FCC or Commission for use in determining the ratio shall be utilized by the Parties as of the date of the FCC or Commission approval. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 5.3.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.
- 5.5 For purposes of this Section 5.5, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below.
- 5.5.1 Each pParty will invoice the other pParty on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 5.3.2.

6. OTHER TELECOMMUNICATIONS TRAFFIC

- 6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, (iii) 911 Service traffic, or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

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- 6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:
- 6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.
- 6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-4221STATE.
- 6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting pParties charges the other for terminating FX traffic that originates on the other pParty's network.
- 6.2.4 Intentionally left blank
- 6.2.5 Pursuant to the Connecticut Commission Arbitration Award in Docket. 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic, except ISP-Bound Traffic, that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6.2 above in AT&T CONNECTICUT. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.
- 6.2.6 Segregating and Tracking FX Traffic
- 6.2.6.1 For AT&T-4221STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.

6.2.6.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-4221STATE.

6.2.6.3 Intentionally left blank

6.2.6.4 For AT&T CONNECTICUT, FX traffic must be identified as voice FX and ISP FX. ~~AT&T CONNECTICUT will work with CLEC in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate the percentage of minutes of use that is attributable to FX traffic. For AT&T CONNECTICUT~~ ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual minutes of use data. ~~This plan will be applied on an individual CLEC basis.~~

6.2.6.4.1 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:

- (i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.
- (ii) Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU.
- (iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic, and ISP-Bound Traffic, as set forth in Section 5.3.2 above.
- (iv) Terminating carrier will not assess compensation charges to the ISP FX MOU in AT&T CONNECTICUT where such traffic is subject to a Bill and Keep Arrangement.
- (v) Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in AT&T CONNECTICUT.

6.2.6.4.2 The FX factor may be adjusted by the Parties on a quarterly basis.

6.2.6.5 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.2.6.5.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line for voice, data, video and multimedia.

- 6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:
- FX Traffic
 - Optional EAS Traffic
 - IntraLATA Toll Traffic
 - 800, 888, 877, ("8YY") Traffic
 - Feature Group A Traffic
 - MCA Traffic
- 6.5 The Parties agree that, for the purposes of this Appendix, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b) Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 12; and/or (f) MCA Traffic are set forth in Section 8.

7. **OPTIONAL CALLING AREA TRAFFIC – AT&T ARKANSAS, AT&T KANSAS AND AT&T TEXAS**

- 7.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area, except mandatory extended traffic as addressed in Sections 4.1 and 5.1 above. The transport and termination rate applies when AT&T ARKANSAS, AT&T KANSAS or AT&T TEXAS transports traffic and terminates it at its own switch.
- 7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and AT&T ARKANSAS, AT&T KANSAS and AT&T TEXAS are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. **MCA TRAFFIC -- AT&T MISSOURI**

- 8.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a pParty providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating pParty pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.
- 8.1.1 Either pParty providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The pParties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the pParty shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
- 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the pParty originating a call defined as MCA Traffic shall not compensate the terminating pParty for terminating the call.

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- 8.2 The pParties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other pParty the ability to make the necessary network modifications. If the Commission orders the pParties to use an alternative other than the LERG, the pParties will comply with the Commission's final order.
- 8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by AT&T SOUTHWEST REGION 5-STATE.

9. PRIMARY TOLL CARRIER ARRANGEMENTS

- 9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a third party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those states wherein Primary Toll Carrier arrangements are mandated and AT&T-4322STATE is functioning as the PTC for a third party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:
- (i) AT&T-4322STATE shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. AT&T-4322STATE shall pay the CLEC on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the CLEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-4322STATE Intrastate Access Service Tariff in the respective state; and/or
 - (ii) AT&T-4322STATE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T-4322STATE for the use of its facilities at the rates set forth in AT&T-4322STATE's Intrastate Access Service Tariff. CLEC shall pay the ILEC for the termination of such traffic originated from CLEC.

10. INTRALATA 800 TRAFFIC

- 10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

11. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each

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Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.

- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 11.8 ~~AT&T-4322STATE~~ and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12. COMPENSATION FOR ORIGATION AND TERMINATION OF INTERLATA TRAFFIC

- 12.1 Where a ~~CLEC~~ either Party originates or terminates its own ~~eEnd u~~User InterLATA Traffic not subject to Meet Point Billing, the ~~Party~~CLEC must purchase feature group access service from ~~AT&T-4322STATE~~the other Party's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

13. INTRALATA TOLL TRAFFIC COMPENSATION

- 13.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an ~~AT&T-4322STATE~~'s tariff in whose exchange area the End User is located.
- 13.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the ~~AT&T-4322STATE~~'s tariff in whose exchange area the End User is located.

14. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, OPTIONAL EAS TRAFFIC AND INTRALATA TOLL TRAFFIC

14.1 In ~~AT&T-4322STATE~~, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.

14.1.1 Where CLEC is using terminating recordings to bill intercarrier compensation, ~~AT&T-4221STATE~~ will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a third party telecommunications carrier using an ~~AT&T-4221STATE~~ non-resale offering whereby ~~AT&T-4221STATE~~ provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.

14.2 For those usage based charges where actual charge information is not determinable by ~~AT&T-2STATE~~ because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.

14.2.1 CLEC and ~~AT&T-2STATE~~ agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

14.3 In states in which ~~AT&T-4322STATE~~ has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.4 of this Appendix.

14.4 The 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 using six (6) second increments to the next whole minute.

14.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.

14.6 For billing disputes arising from Intercarrier Compensation charges, the pParty challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the pParty rendering the bill (the "Billing Party") only for so long as the dispute remains

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pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.

- 14.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

15. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 15.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in permitted by the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

16. SWITCHED ACCESS TRAFFIC

- 16.1 For purposes of this Agreement only, Switched Access Traffic shall be defined consistent with Applicable Law. ~~mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement~~ To the extent required by Applicable Law, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC End User that obtains ~~local dial tone~~ telephone exchange service from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,

- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains ~~local dial tone telephone exchange service~~ from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;
- (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004) or any other FCC orders or applicable court decisions addressing the treatment of traffic for purposes of the charges applicable to Switched Access Traffic.

- 16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups inconsistent with Applicable Law, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. ~~If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.~~

17. ALTERNATE TANDEM PROVIDER

- 17.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with AT&T-4322STATE to (i) AT&T-4322STATE's End User; (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-4221STATE purchased on a wholesale basis to provide service to its End Users; and/or (iii) a Third Party Terminating Carrier's End User.
- 17.2 "Third Party Originating Carrier" means a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of-Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.
- 17.3 Third Party Terminating Carrier shall mean Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of-Exchange Local Exchange Carrier (OE-LEC), AT&T-4322STATE as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from AT&T-4221STATE purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 17.4 When Alternate Tandem Provider sends Traffic originated by the End Users of CLEC functioning as the Third Party Originating Carrier to an End User of the other Party AT&T-43STATE who is functioning as the

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Third Party Terminating Carrier, ~~CLEC~~the originating Party is responsible for all Minutes of Use ("MOUs") billed by the other Party ~~AT&T-4322STATE~~ for the termination of such traffic.

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APPENDIX RECORDING

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APPENDIX RECORDING (Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which AT&T-4322STATE will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.

1.1.1 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. **[add all 22 states]**

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

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

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

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

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

[add relevant terms for all states in 22-state operating territory]

2. DEFINITIONS

- 2.1 "Access Usage Record" (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 "Assembly and Editing" - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 "Billing Company" - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

- 2.4 **"Billable Message"** - a message record containing details of a completed IXC transported call which is used to bill an End User.
- 2.5 **"Centralized Message Distribution System" (CMDS)** - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between AT&T-4322STATE and the Billing Company.
- 2.6 **"Data Transmission"** - the forwarding by AT&T-4322STATE of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **"Exchange Message Interface" (EMI)** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **"Interexchange Carrier" (IXC)** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **"Interexchange Carrier Transported"** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **"Local Access and Transport Area" (LATA)** - service areas defined in FCC Docket 78-72.
- 2.11 **"Message Processing"** - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **"Originating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **"Provision of Message Detail"** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T-4322STATE's internal network or national CMDS.
- 2.14 **"Record"** - a logical grouping of information as described in the programs that process information and create the data files.
- 2.15 **"Recording"** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format converted to EMI layout.
- 2.16 **"Service Switching Point" (SSP)** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **"Recording Company"** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **"Switching Control Point" (SCP)** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **"800 SCP Carrier Access Usage Summary Record" (SCP Record)** - a summary record which contains information concerning the quantity and types of queries launched to an AT&T-4322STATE SCP.

- 2.20 "Terminating Local Exchange Carrier Company" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC's.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T-4322STATE will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T-4322STATE provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-4322STATE-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T-4322STATE.
- 3.2 AT&T-4322STATE will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by AT&T-4322STATE.
- 3.3 AT&T-4322STATE will provide access usage records that are generated by AT&T-4322STATE.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by AT&T-4322STATE, during the billing period established by AT&T-4322STATE and selected by CLEC.
- 3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by AT&T-4322STATE and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific eEnd uUsers, by specific groups of eEnd uUsers, by office, by feature group or by location.
- 3.7 AT&T-4322STATE will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both pParties.
- 3.8 In Exhibit II, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided, except for AT&T-2STATE. For AT&T-2STATE, CLEC will identify the location and number of times each month the information should be provided via Appendix Data Exchange's Technical Requirements Form document. AT&T-4322STATE reserves the right to limit the frequency of transmission to existing AT&T-4322STATE processing and work schedules, holidays, etc.
- 3.9 AT&T-4322STATE will determine the number data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of AT&T-4322STATE will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T-4322STATE.
- 3.11 When AT&T-4322STATE receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, AT&T-4322STATE will forward those messages to CLEC.
- 3.12 AT&T-4322STATE will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.
- 3.13 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to AT&T-4322STATE under the same terms and conditions of this Appendix.

4. BASIS OF COMPENSATION

- 4.1 AT&T-4322STATE as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Appendix on a reciprocal, no-charge basis. CLEC, as the Recording

Company, agrees to provide any and all Access Usage Records (AURs) required by AT&T-4322STATE on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.
- 5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the other Party, its customers or End Users.
- 5.6 Each Party also agrees to release, defend, indemnify and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Party's employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 Each Party makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

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EXHIBIT I SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9:** This option has been withdrawn.
- Option #10:** Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

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TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option #11:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #12:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #13:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #14:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #15:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

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EXHIBIT II**INVOICE DESIGNATION**

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)
- ☐ Bill period (Please choose a maximum of five dates for AT&T SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)
- ☐ Bill period (Please choose a maximum of five dates for AT&T SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

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APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

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APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

- 1.1 This Appendix Lawful UNES sets forth the terms and conditions pursuant to which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) will furnish CLEC with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNES for the provision by CLEC of a Telecommunications Service ((Act, Section 251(c)(3)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. [add all AT&T affiliates in 22 states]
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.

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- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 **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.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 **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.

[add relevant terms for all AT&T affiliates in 22 states]

- 1.25 The Prices at which **AT&T-4322STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. TERMS AND CONDITIONS

- 2.1 **Lawful UNEs and Declassification.** This Agreement sets forth the terms and conditions pursuant to which **AT&T-4322STATE** will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in **AT&T-4322STATE**'s incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, **AT&T-4322STATE** shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by

Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that AT&T-4322STATE is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs."

- 2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "Declassified."
- 2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.
- 2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1. If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Appendix Lawful UNE, it is the Parties' intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.
- 2.1.4 By way of example only, if terms and conditions of this Agreement state that AT&T-4322STATE is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then AT&T-4322STATE shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.
- 2.2 Nothing contained in the Agreement shall be deemed to constitute consent by AT&T-4322STATE that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that AT&T-4322STATE is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.
- 2.3 The preceding includes without limitation that AT&T-4322STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-4322STATE network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.
- 2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is

Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.

2.5 Non-Impaired Wire Center Criteria and Related Processes

2.5.1 AT&T-4322STATE has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. AT&T-4322STATE's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T-4322STATE will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 2.5 of this Agreement shall be deemed to mean an Accessible Letter issued after the effective date of this Agreement, as set forth in this Section 2.5 of this Agreement.

2.5.2 If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T-4322STATE wire center non-impairment designation, the CLEC will provide a self-certification to AT&T-4322STATE identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T-4322STATE as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T-4322STATE claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T-4322STATE. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T-4322STATE shall provision the requested facilities in accordance with CLEC's order and within AT&T-4322STATE's standard ordering interval applicable to such facilities. If AT&T-4322STATE in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 2.5 of this Agreement, AT&T-4322STATE will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

2.5.3 The parties recognize that wire centers that AT&T-4322STATE had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T-4322STATE may add the wire center to the list of designated wire centers and the Parties will use the following process:

2.5.3.1 AT&T-4322STATE may update the wire center list as changes occur.

- 2.5.3.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T-4322STATE will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
- 2.5.3.3 AT&T-4322STATE will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
- 2.5.3.4 In the event the CLEC disagrees with AT&T-4322STATE's determination and CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T-4322STATE's determination regarding the wire center by providing a self-certification to AT&T-4322STATE.
- 2.5.3.5 If the CLEC does not use the self-certification process described in this Section 2.5 of this Agreement to self-certify against AT&T-4322STATE's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period described in Section 2.5.1 of this Agreement, whichever is later. For the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.
- 2.5.3.6 If the CLEC does provide self-certification to dispute AT&T-4322STATE's designation determination within 60 calendar days of the issuance of the Accessible Letter, AT&T-4322STATE may dispute CLEC's self-certification as described in Sections 2.5.5 and 2.5.6 of this Agreement and AT&T-4322STATE will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 2.5.3.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 2.5.4 If the Commission has previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T-4322STATE's designations.
- 2.5.5 If it desires to do so, AT&T-4322STATE can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T-4322STATE will notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this Agreement, whichever is later. AT&T-4322STATE will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Agreement, whichever is later. AT&T-4322STATE will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of

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the dispute. AT&T-4322STATE's failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Agreement, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T-4322STATE of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T-4322STATE shall promptly notify CLEC of any time where AT&T-4322STATE has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T-4322STATE may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 2.5.3 of this Agreement. During the timeframe of any dispute resolution proceeding, AT&T-4322STATE shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

2.5.5.1 For wire centers designated by AT&T-4322STATE prior to March 11, 2005 and

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

2.5.5.1.1.1 CLEC will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider to this Agreement between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.5.1. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide a true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider of this Agreement. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

2.5.5.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or thirty days after AT&T-4322STATE's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider of this Agreement. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

2.5.5.2 For wire centers designated by AT&T-4322STATE after March 11, 2005,

2.5.5.2.1 For affected loop/transport elements ordered before AT&T-4322STATE's wire center designation,

2.5.5.2.1.1 if the applicable transition period is within the initial TRRO transition period described in Section 2.5.1 of this Agreement, CLEC will

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provide a true-up during the period between the date that is thirty (30) days after AT&T-4322STATE's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 2.5.3.7 of this Agreement.

2.5.5.2.1.2 If the applicable transition period is after the initial TRRO transition period described in Section 2.5.1 of this Agreement has expired, CLEC will provide a true-up based on the transitional rate described in Section 2.5.3.7 of this Agreement between the date that is thirty (30) days after AT&T-4322STATE's notice of non-impairment and the end of the applicable transition period described in Section 2.5.1 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

2.5.5.2.2 For affected loop/transport elements ordered after AT&T-4322STATE's wire center designation, CLEC will provide a true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the later of the date billing began for the provisioned element or thirty (30) days after AT&T-4322STATE's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

2.5.6 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T-4322STATE will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T-4322STATE intends to rely, which will include the detailed business line information for the AT&T-4322STATE wire center or centers that are the subject of the dispute.

2.5.7 The provisions of Section 2.5.1 of this Agreement shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 2.5.1 of this Agreement, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T-4322STATE in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (e.g., prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

2.5.8 AT&T-4322STATE will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T-4322STATE will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

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- 2.5.9 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 2.5.10 CLEC may not self-certify that it is entitled to obtain DS1/DS3 Loops or DS1/DS3 Dedicated Transport at a location where CLEC has met the volume cap set forth in Sections 8.3.4.4.1 and 8.3.5.4.1 (for DS1/DS3 Loops) and 13.3.5.1 and 13.3.6.1 (for DS1/DS3 Dedicated Transport).
- 2.5.11 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 2.5.1 of this Agreement, and if CLEC and ~~AT&T-4322STATE~~ have failed to reach agreement under Section 2.5.8 of this Agreement as to a substitute service arrangement or element, then ~~AT&T-4322STATE~~ may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 2.6 ~~AT&T-4322STATE~~ will provide access to Lawful UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(3).
- 2.7 ~~AT&T-4322STATE~~ will provide CLEC nondiscriminatory access to Lawful UNEs (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):
- 2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));
- 2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));
- 2.7.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Lawful UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c));
- 2.7.4 In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));
- 2.7.5 With technical information regarding ~~AT&T-4322STATE~~'s network facilities to enable CLEC to achieve access to Lawful UNEs (47 CFR § 51.307(e));
- 2.7.6 Except as provided in this Appendix, without imposing limitations, restrictions, or requirements on requests for, or the use of, Lawful UNEs for the service CLEC seeks to offer (47 CFR § 51.309(a));
- 2.7.7 Where applicable, terms and conditions of access to Lawful UNEs shall be no less favorable than terms and conditions under which ~~AT&T-4322STATE~~ provides such elements to itself (47 CFR § 51.34322(b));
- 2.7.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2));
- 2.7.9 Except upon request of CLEC, ~~AT&T-4322STATE~~ shall not separate CLEC-requested Lawful UNEs that are currently combined. (47 CFR § 51.315(b)) ~~AT&T-4322STATE~~ is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other ~~AT&T-4322STATE~~ offering(s).
- 2.8 As provided for herein, ~~AT&T-4322STATE~~ will permit CLEC exclusive use of a Lawful UNE facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of such a facility, ~~AT&T-4322STATE~~ will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).

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- 2.9 AT&T-4322STATE will maintain, repair, or replace Lawful UNES (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.10 To the extent technically feasible, the quality of the Lawful UNE and access to such Lawful UNE shall be at least equal to what AT&T-4322STATE provides to itself and to other telecommunications carriers requesting access to the Lawful UNE (47 CFR § 51.311(a), (b)).
- 2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.12 Lawful UNES provided to CLEC under the provisions of this Appendix shall remain the property of AT&T-4322STATE.
- 2.13 Performance of Lawful UNES
- 2.13.1 Each Lawful UNE will be provided in accordance with AT&T-4322STATE Technical Publications or other written descriptions, if any, as changed from time to time by AT&T-4322STATE at its sole discretion.
- 2.13.2 Nothing in this Appendix shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules maybe amended from time to time (the "Network Disclosure Rules"). AT&T-4322STATE will not discontinue any Lawful UNE that AT&T-4322STATE is required to provide to CLEC under this Agreement unless and until: (i) AT&T-4322STATE provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to AT&T-4322STATE's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following AT&T-4322STATE's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.
- 2.13.3 AT&T-4322STATE may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for Lawful UNES from affected wire center(s) may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension AT&T-4322STATE places on itself for orders from its End Users and other CLEC customers.
- 2.13.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of AT&T-4322STATE, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.14 Conditions for Access to Lawful UNES
- 2.14.1 In order to access and use Lawful UNES, CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the Lawful UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Together, these conditions are the "Statutory Conditions" for access to Lawful UNES. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify AT&T-4322STATE immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify AT&T-4322STATE shall constitute material breach of this Agreement.
- 2.14.1.1 By way of example, use of a Lawful UNE (whether on a stand-alone basis, in combination with other UNES (Lawful or otherwise), with a network element possessed by CLEC, or

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otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a Lawful UNE pursuant to the Statutory Conditions.

2.14.1.2 By way of further example, CLEC may not access Lawful UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).

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

2.15 New Combinations Involving Lawful UNEs

2.15.1 Subject to the provisions hereof and upon CLEC request, AT&T-4322STATE shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467 (May 13, 2002) ("*Verizon Comm. Inc.*") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

2.15.1.1 Any combining obligation is limited solely to combining of Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that AT&T-4322STATE might offer pursuant to Section 271 of the Act.

2.15.2 In the event that AT&T-4322STATE denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC, AT&T-4322STATE shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, AT&T-4322STATE shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.15 of this Appendix.

2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State.

2.15.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as AT&T-4322STATE being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, AT&T-4322STATE is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following:

2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, AT&T-4322STATE from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by AT&T-4322STATE.

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Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect AT&T-4322STATE from taking any position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto.

- 2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, AT&T-4322STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.
- 2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by AT&T-4322STATE, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any AT&T-4322STATE obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the pParties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.15.3.2 A new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 2.15.3.3 For a new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by AT&T-4322STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.
- 2.15.3.4 Upon notice by AT&T-4322STATE, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by AT&T-4322STATE in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.3. For any such work done by AT&T-4322STATE under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by AT&T-4322STATE, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the pParties concerning any such

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fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which CLEC wants AT&T-4322STATE to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC (as well as requests where CLEC also wants AT&T-4322STATE to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.

2.15.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s) sought to be combined and the needed location(s), the order in which the Lawful UNEs and any CLEC elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an AT&T-4322STATE Lawful UNE and the lawful network element(s) possessed by CLEC.

2.15.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by AT&T-4322STATE under Section 2.15.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T-4322STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests AT&T-4322STATE to perform work not required by Section 2.15.1, CLEC shall be charged a market-based rate for any such work.

2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.15 apply only in situations where each of the following is met:

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

2.15.5.2 AT&T-4322STATE's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

2.15.5.3 AT&T-4322STATE would not be placed at a disadvantage in operating its own network;

2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with AT&T-4322STATE's network; and

2.15.5.5 CLEC is

2.15.5.5.1 unable to make the combination itself; or

2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if AT&T-4322STATE informs CLEC of such need to combine.

2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation:

2.15.6.1 at an AT&T-4322STATE premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

2.15.6.2 for AT&T CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement.

2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by AT&T-4322STATE to CLEC. Thereafter, AT&T-4322STATE may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs.

2.16 Conversion of Wholesale Services to Lawful UNEs

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- 2.16.1 Upon request, AT&T-4322STATE shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)
- 2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, AT&T-4322STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.16.3 Except as agreed to by the Parties or otherwise provided hereunder, AT&T-4322STATE shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. AT&T-4322STATE may charge applicable service order charges and record change charges.
- 2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix.
- 2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), AT&T-4322STATE may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.
- 2.16.5.1 This Section 2.16.5 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an AT&T-4322STATE service.
- 2.16.5.2 AT&T-4322STATE may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.
- 2.16.6 In requesting a conversion of an AT&T-4322STATE service, CLEC must follow the guidelines and ordering requirements provided by AT&T-4322STATE that are applicable to converting the particular AT&T-4322STATE service sought to be converted.
- 2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects AT&T-4322STATE's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

2.17 Commingling

- 2.17.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that CLEC has obtained at wholesale from AT&T-4322STATE, or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. "Commingling" means the act of commingling.
- 2.17.1.1 "Commingled Arrangement" means the arrangement created by Commingling.
- 2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an AT&T-4221STATE offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).
- 2.17.1.3 Commingling is not permitted, nor is AT&T-4322STATE required to perform the functions necessary to Commingling, where the Commingled Arrangement (i) is not technically

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feasible, including that network reliability and security would be impaired; or (ii) would impair AT&T-4322STATE's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place AT&T-4322STATE at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with AT&T-4322STATE's network.

- 2.17.1.4 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T-4322STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.17.1.5 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from AT&T-4322STATE with Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that AT&T-4221STATE might offer pursuant to Section 271 of the Act.
- 2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, AT&T-4322STATE shall permit CLEC to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from AT&T-4322STATE to the extent required by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.
- 2.17.3 Upon request, and subject to this Section 2, AT&T-4322STATE shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T-4322STATE (as well as requests where CLEC also wants AT&T-4322STATE to complete the actual Commingling), except that AT&T-4322STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 2.17.1.3 applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, AT&T-4322STATE's obligation to commingle ceases if AT&T-4322STATE informs CLEC of such need to Commingle.
- 2.17.3.1 For purposes of Section 2.17.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from AT&T-4322STATE are available to CLEC, including without limitation:
- 2.17.3.1.1 at an AT&T-4322STATE central office where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
- 2.17.3.1.2 for AT&T CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement.
- 2.17.3.2 Section 2.17.3(ii) shall only begin to apply thirty (30) days after notice by AT&T-4322STATE to CLEC. Thereafter, AT&T-4322STATE may invoke Section 2.17.3(ii) with respect to any request for Commingling.
- 2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for AT&T-4322STATE to perform the functions necessary to Commingle (as well as requests where CLEC also wants AT&T-4322STATE to complete the actual Commingling), shall be made by CLEC in accordance with this Agreement.
- 2.17.4.1 AT&T-4322STATE is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier,

CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.

2.17.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNES, and the facilities or services that CLEC has obtained at wholesale from AT&T-4322STATE sought to be Commingled and the needed location(s), the order in which such Lawful UNES, such combinations of Lawful UNES, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.

2.17.4.2.1 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by AT&T-4322STATE under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T-4322STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests AT&T-4322STATE to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work.

2.17.4.3 AT&T-4322STATE shall charge the appropriate non-recurring rates as set forth in the pricing schedule(s) applicable to the Lawful UNES (or Lawful UNE combinations) that are Commingled on a Lawful UNE-by-Lawful UNE basis, and for the facilities and services that are Commingled (under this Section 2) on a facility-by-facility, service-by-service basis, including without limitation for the type of service and activity being requested to create the Commingled Arrangement.

2.17.5 AT&T-4322STATE shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. AT&T-4322STATE shall charge the rates for Lawful UNES (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.

2.17.6 Nothing in this Agreement shall impose any obligation on AT&T-4322STATE to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that AT&T-4322STATE shall not be obligated to Commingle network elements that do not constitute Lawful UNES, or where Lawful UNES are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

2.17.7 In the event that Commingling also involves AT&T-4322STATE performing the functions necessary to combine Lawful UNES (e.g., make a new combination of Lawful UNES), including making the actual Lawful UNE combination, then Section 2.16 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.

2.17.8 Subject to this 2.17, AT&T-4322STATE shall not deny access to a Lawful UNE or a combination of Lawful UNES on the grounds that one or more of the Lawful UNES is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from AT&T-4322STATE.

2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, ~~AT&T-4322STATE~~'s obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass ~~AT&T-4322STATE~~ offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNES under 47 U.S.C. § 251(c)(3).

2.18 Mandatory Eligibility Criteria for Access to Certain Lawful UNES

2.18.1 Except as provided below in this Section 2.18 or elsewhere in the Agreement and subject to this Section and Section 2.16, Conversion of Wholesale Services to UNES, of this Appendix, ~~AT&T-4322STATE~~ shall provide access to UNES and combinations of UNES without regard to whether the CLEC seeks access to the UNES to establish a new circuit or to convert an existing circuit from a service to UNES.

2.18.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNES (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).

2.18.2 ~~AT&T-4322STATE~~ is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

2.18.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

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

2.18.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an ~~AT&T-4322STATE~~ local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and

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

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

2.18.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE; and

2.18.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix Lawful UNE; and

2.18.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix; and

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

By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, AT&T-4322STATE shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE. Section 2.18.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.18.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

2.18.3 A collocation arrangement meets the requirements of Section 2.18 of this Appendix Lawful UNE if it is:

2.18.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T-4322STATE's premises within the same LATA as the End User's premises, when AT&T-4322STATE is not the collocator; or

2.18.3.2 Located at a third party's premises within the same LATA as the End User's premises, when AT&T-4322STATE is the collocator.

2.18.4 An interconnection trunk meets the requirements of Sections 2.18.2.2.5 and 2.18.2.2.6 of this Appendix Lawful UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

2.18.5 For a new circuit to which Section 2.18.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.18.2.2.1 and Section 2.18.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.18.2.2.1 and/or Section 2.18.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after AT&T-4322STATE provisions such new circuit. CLEC must provide AT&T-4322STATE with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.

2.18.5.1 Section 2.18.5 does not apply to existing circuits to which Section 2.18.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.18.2.2.1 and Section 2.18.2.2.3 requirements for existing circuits at the time it initiates the ordering process).

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2.18.6 CLEC hereby agrees that by submitting an order to AT&T-4322STATE for an Included Arrangement (whether new, as a result of a requested conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 2.18 as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification, and certification-by-order shall not diminish or otherwise affect CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section 2.18.

2.18.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with AT&T-4322STATE.

2.18.7 In addition to any other audit rights provided for this Agreement and those allowed by law, AT&T-4322STATE may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.18. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon AT&T-4322STATE's written notice that an audit will be performed for that State, subject to Section 2.18.7.4 of this Section.

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

2.18.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.18.

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

2.18.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 2.18, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T-4322STATE may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T-4322STATE. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.18 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., AT&T-4322STATE shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

2.18.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.18, CLEC must reimburse AT&T-4322STATE for the cost of the independent auditor and for AT&T-4322STATE's costs in the same manner and using the same methodology and rates that AT&T-4322STATE is required to pay CLEC's costs under Section 2.18.7.4.2.

2.18.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.18, AT&T-4322STATE must reimburse CLEC for its reasonable staff time and other reasonable costs

associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

2.18.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.

2.18.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.18 in all cases and, further, the failure of AT&T-4322STATE to require such compliance, including if AT&T-4322STATE provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.18, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.19 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, AT&T-4322STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.20 AT&T-4322STATE will combine Lawful UNES, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix Lawful UNES.

2.21 The Parties intend that this Appendix Lawful UNES contains the sole and exclusive terms and conditions by which CLEC will obtain Lawful UNES from AT&T-4322STATE. Accordingly, except as may be specifically permitted by this Appendix Lawful UNES, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNES (Lawful or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any AT&T-4322STATE tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-4322STATE to enforce the foregoing (including if AT&T-4322STATE fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T-4322STATE may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-4322STATE may process any such order as being submitted under this Appendix Lawful UNES and, further, may convert any element provided under tariff, to this Appendix Lawful UNES, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

3. ACCESS TO LAWFUL UNE CONNECTION METHODS

3.1 Subject to Section 2 of this Appendix Lawful UNES, AT&T-4322STATE shall provide Access to Lawful UNE without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 In the AT&T-4322STATE premises where CLEC is Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Physical and Virtual Collocation Appendices) AT&T-4322STATE will extend AT&T-4322STATE Lawful UNES via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T-4322STATE premises where the Lawful UNES are located.

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

3.1.3 CLEC shall refer trouble sectionalized in the AT&T-4322STATE Lawful UNE to AT&T-4322STATE.

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- 3.1.4 Prior to AT&T-4322STATE providing access to Lawful UNEs under this Appendix, CLEC and AT&T-4322STATE shall provide each other with a point of contact for overall coordination.
- 3.1.5 CLEC shall designate each Lawful UNE being ordered from AT&T-4322STATE. CLEC shall provide an interface to receive assignment information from AT&T-4322STATE regarding location of the affected Lawful UNEs. This interface may be manual or mechanized.
- 3.1.6 AT&T-4322STATE will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AT&T-4322STATE shall be referred to such contact numbers.

3.2 Any other method may be requested by the BonaFide Request Process outlined in Section 6 below.

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6. BONA FIDE REQUEST

- 6.1 Subject to Section 2, AT&T-4322STATE shall process BFR requests under the following terms and conditions in this subsection.
- 6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the AT&T-10STATE and AT&T NEVADA Territory. The Bona Fide Request process described in Item II of this Section 6 shall apply to each Bona Fide Request submitted in the AT&T CONNECTICUT Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the AT&T CALIFORNIA Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 6 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by AT&T-4322STATE.

6.3 Item I

AT&T-10STATE, AT&T NEVADA Bona Fide Request Process

- 6.3.1 A Bona Fide Request ("BFR") is the process by which CLEC may request AT&T-10STATE, AT&T NEVADA to provide CLEC access to an additional or new, undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required to be provided by AT&T-10STATE, AT&T NEVADA but that is not available under this Agreement at the time of CLEC's request.
- 6.3.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested Lawful UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 6.3.4 CLEC is responsible for all costs incurred by AT&T-10STATE, AT&T NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate AT&T-10STATE, AT&T NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:

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- 6.3.4.1 Include with its BFR Application Form a \$2,000 deposit to cover AT&T-10STATE, AT&T NEVADA's preliminary evaluation costs, in which case AT&T-10STATE, AT&T NEVADA may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 6.3.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by AT&T-10STATE, AT&T NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 6.3.5 If CLEC submits a \$2,000 deposit with its BFR, and AT&T-10STATE, AT&T NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AT&T-10STATE, AT&T NEVADA will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay AT&T-10STATE, AT&T NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AT&T-10STATE, AT&T NEVADA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 6.3.7 AT&T-10STATE, AT&T NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt AT&T-10STATE, AT&T NEVADA will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once AT&T-10STATE, AT&T NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR AT&T-10STATE, AT&T NEVADA will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that AT&T-10STATE, AT&T NEVADA will offer the Request to CLEC or (ii) advise CLEC that AT&T-10STATE, AT&T NEVADA will not offer the Request. If AT&T-10STATE, AT&T NEVADA indicates it will not offer the Request, AT&T-10STATE, AT&T NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Lawful UNE, or is otherwise not required to be provided by AT&T-10STATE, AT&T NEVADA under the Act and/or, (iii) that the BFR is not the correct process for the request.
- 6.3.9 If the Preliminary Analysis indicates that AT&T-10STATE, AT&T NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for AT&T-10STATE, AT&T NEVADA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by AT&T-10STATE, AT&T NEVADA within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to AT&T-10STATE, AT&T NEVADA all demonstrable costs as set forth above. Any request by CLEC for AT&T-10STATE, AT&T NEVADA to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, AT&T-10STATE, AT&T NEVADA shall provide to CLEC a BFR Quote.

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6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse AT&T-10STATE, AT&T NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If AT&T-10STATE, AT&T NEVADA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T-10STATE, AT&T NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

6.3.4221 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

6.3.4322 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.

6.4 Item II

AT&T CONNECTICUT Bona Fide Request Process

6.4.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to AT&T CONNECTICUT, with the following exceptions:

6.4.2 Section 6.3.1 is amended to add the following: A CLEC may submit a BFR to request new Lawful UNEs, provided the request is not covered by one of the following conditions:

6.4.2.1 The Lawful UNEs requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.

6.4.2.2 The Lawful UNEs requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state Commission or an industry standards body.

6.4.2.3 The Lawful UNEs requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

6.4.2.4 If the request is covered by one of the conditions listed above, AT&T CONNECTICUT will make these items generally available.

6.4.3 Sections 6.3.3 and 6.3.4 are amended as follows: No charges apply for AT&T CONNECTICUT to prepare the Preliminary Analysis.

6.4.4 Section 6.3.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by AT&T CONNECTICUT after AT&T CONNECTICUT submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for AT&T CONNECTICUT to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time AT&T CONNECTICUT receives the written notice of cancellation from CLEC. However, if AT&T CONNECTICUT receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by AT&T CONNECTICUT or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: AT&T CONNECTICUT will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, AT&T CONNECTICUT will

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acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once AT&T CONNECTICUT has received a complete and accurate BFR Application Form.

- 6.4.6 AT&T CONNECTICUT will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.
- 6.4.7 For AT&T CONNECTICUT, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of the Department on the matter in dispute.

6.5 Item III

AT&T CALIFORNIA Bona Fide Request Process

- 6.5.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to AT&T CALIFORNIA, with the following exceptions:
- 6.5.2 Section 6.3.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which CLEC may request AT&T CALIFORNIA to provide CLEC access to an additional or new, undefined Lawful UNE.
- 6.5.3 Interconnection arrangement, or other (a "Request"), that is required to be provided by AT&T CALIFORNIA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.
- 6.5.4 Section 6.3.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.
- 6.5.5 Section 6.3.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, AT&T CALIFORNIA will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that AT&T CALIFORNIA will offer the request. The Preliminary Analysis provided by AT&T CALIFORNIA will include cost categories (material, labor and other) and high level costs for the request. AT&T CALIFORNIA will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier "yes" response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).
- 6.5.6 If the BFR is denied, AT&T CALIFORNIA will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new Lawful UNE, interconnection or other arrangement required by law.
- 6.5.7 If AT&T CALIFORNIA refers CLEC to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

7. NETWORK INTERFACE DEVICE

- 7.1 Subject to Section 2 of this Appendix Lawful UNE, ~~AT&T-4322STATE~~ shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.
- 7.2 The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to ~~AT&T-4322STATE~~'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the Lawful UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, ~~AT&T-4322STATE~~ offers nondiscriminatory access to the Lawful UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Lawful UNE NID is offered as specified below (~~AT&T-4221STATE~~) or by tariff (~~AT&T CONNECTICUT~~).
- 7.3 ~~AT&T-4221STATE~~ will permit CLEC to connect its local loop facilities to End Users' premises wiring through ~~AT&T-4221STATE~~'s Lawful UNE NID, or at any other technically feasible point.
- 7.4 CLEC may connect to the End User's premises wiring through the ~~AT&T-4221STATE~~ Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE NID required by CLEC will be performed by ~~AT&T-4221STATE~~ based on Time and Material charges. ~~AT&T-4221STATE~~, at the request of CLEC, will disconnect the ~~AT&T-4221STATE~~ local loop from the Lawful UNE NID, at charges reflected in the state specific Appendix Pricing.
- 7.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via ~~AT&T-4221STATE~~'s Lawful UNE NID where necessary.
- 7.6 The ~~AT&T-4221STATE~~ Lawful UNE NIDs that CLEC uses under this Appendix will be existing Lawful UNE NIDs installed by ~~AT&T-4221STATE~~ to serve its End Users.
- 7.7 CLEC shall not attach to or disconnect ~~AT&T-4221STATE~~'s ground. CLEC shall not cut or disconnect ~~AT&T-4221STATE~~'s loop from the Lawful UNE NID and/or its protector. CLEC shall not cut any other leads in the Lawful UNE NID.
- 7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with ~~AT&T-4221STATE~~'s Lawful UNE NID, can disconnect the End User's wiring from ~~AT&T-4221STATE~~'s Lawful UNE NID and reconnect it to the CLEC's NID.
- 7.9 If CLEC requests a different type of Lawful UNE NID not included with the loop, ~~AT&T-4221STATE~~ will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

8. LAWFUL UNE LOCAL LOOP

- 8.1 Subject to Section 2 of this Appendix Lawful UNES, ~~AT&T-4322STATE~~ shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.
- 8.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an ~~AT&T-4322STATE~~ Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, ~~AT&T-4322STATE~~ will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an ~~AT&T-4322STATE~~ Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that ~~AT&T-4322STATE~~ shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring,

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provided such wire is owned and controlled by AT&T-4322STATE. The Lawful UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The Lawful UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), Lawful UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.4.4.1) and Lawful UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.5.4.1), where such loops are deployed and available in AT&T-4322STATE wire centers. CLEC agrees to operate each loop type within applicable technical standards and parameters.

8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to AT&T-4322STATE via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay AT&T-4322STATE for any HVPE that is provisioned by AT&T-4322STATE to CLEC in connection with the CLEC's Lawful UNE Local Loop order to the high voltage area.

8.3 The following types of Lawful UNE Local Loops will be provided at the rates, terms, and conditions set forth in this Appendix (AT&T-4221STATE) or by tariff (AT&T CONNECTICUT) and in the state specific Appendix Pricing (AT&T-4221STATE) or by tariff (AT&T CONNECTICUT):

8.3.1 2-Wire Analog Loop

8.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

8.3.1.2 If CLEC requests one or more Lawful UNE loops serviced by Integrated Digital Loop Carrier (IDLC) AT&T-4221STATE will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE loop at no additional charge to CLEC. If, however, no spare Lawful UNE loop is available, as defined above, AT&T-4221STATE will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.

8.3.2 4-Wire Analog Loop

8.3.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

8.3.3 2-Wire Digital Loop

8.3.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.

8.3.4 DS1 Digital Loop

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

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

8.3.4.3 The procedures set forth in Section 8.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

8.3.4.4 DS1 Loop "Caps"

8.3.4.4.1 ~~AT&T-4322STATE~~ is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 Lawful UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at ~~AT&T-4322STATE~~'s option it may accept the order, but convert any requested DS1 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

8.3.5 DS3 Digital Loop

8.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the ~~AT&T-4322STATE~~ Central Office to the ~~«End u»~~User premises.

8.3.5.2 DS3 Lawful UNE loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.5.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

8.3.5.4 DS3 Loop "Caps"

8.3.5.4.1 ~~AT&T-4322STATE~~ is not obligated to provide to CLEC more than one (1) DS3 Lawful UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 Lawful UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at ~~AT&T-4322STATE~~'s option it may accept the order, but convert any requested DS3 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

8.4 Declassification Procedure

8.4.1 **DS1.** Subject to the cap described in Section 8.3.4.4.1, ~~AT&T-4322STATE~~ shall provide CLEC with access to a DS1 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

8.4.2 **DS3.** Subject to the cap described in Section 8.3.5.4.1, ~~AT&T-4322STATE~~ shall provide CLEC with access to a DS3 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

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8.4.3 **Effect on Embedded Base.** Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as Lawful UNES under this Agreement, AT&T-4322STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.

8.4.3.1 Products provided by AT&T-4322STATE in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Loops are Declassified.

8.4.4 The Parties agree that activity by AT&T-4322STATE under this Section 8.4 shall not be subject to the Network Disclosure Rules.

8.5 Routine Network Modifications – Lawful UNE Local Loops

8.5.1 AT&T-4322STATE shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. AT&T-4322STATE shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.5.2 A routine network modification is an activity that AT&T-4322STATE regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that AT&T-4322STATE does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T-4322STATE will place drops in the same manner as it does for its own customers.

8.5.3 Routine network modifications do not include constructing new Lawful UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility. AT&T-4322STATE is not obligated to perform those activities for a requesting telecommunications carrier.

8.5.4 AT&T-4322STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-4322STATE's retail customers.

8.5.5 AT&T-4322STATE has no obligation to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.

8.5.6 Notwithstanding anything to the contrary herein, AT&T-4322STATE's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and do not apply to FTTH loops or FTTC loops.

8.5.7 AT&T-4221STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T-4221STATE), and in the state specific Appendix Pricing (AT&T-4221STATE) or by tariff, as such tariff may be modified from time to time (AT&T CONNECTICUT). AT&T-4221STATE will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-4221STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T-4221STATE include, but are not limited to, (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) in AT&T-California only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates

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shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.

- 8.6 Lawful UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.16 of this Appendix.
- 8.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the ~~AT&T-4221STATE~~ states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 9, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in this Section 9, the subloop provisions set forth in Section 9 shall control.

9. LAWFUL UNE SUBLOOPS

- 9.1 Subject to the other terms and conditions of this Appendix, ~~AT&T-4221STATE~~ shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.
- 9.2 ~~AT&T-4221STATE~~ will provide copper Lawful UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, ~~AT&T CONNECTICUT~~ does not offer Lawful UNE Subloops under this Agreement. Rather, Lawful UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.
- 9.2.1 A Lawful UNE Subloop is a smaller included segment of ~~AT&T-4221STATE~~'s Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible terminal beyond ~~AT&T-4221STATE~~'s central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which ~~AT&T-4221STATE~~'s owns and controls inside the End User premises.
- 9.3 Definitions Pertaining to the Lawful UNE Subloop
- 9.3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
- 9.3.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 9.3.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 9.3.4 "Digital Lawful UNE Subloop" may be deployed on non-loaded copper cable pairs of either 2 Wire or 4 Wire facilities. Where AT&T uses channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps Lawful UNE Subloop transport in a Multi Tenant Environment (MTE), such facilities will be unbundled as part of AT&T's MTE Sub Loop offering. ~~AT&T-4322STATE~~ is not required to provide Subloop Dark Fiber on an unbundled basis.
- 9.3.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an ~~e~~End User can be connected to the ILEC's network.

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- 9.3.6 "MTE" for the purpose of Term To NID Lawful UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.
- 9.3.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.
- 9.3.8 "SAI/FDI-to-Term Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.
- 9.3.9 "SAI/FDI-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an eEnd uUser's premise.
- 9.3.10 "SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, AT&T-4221STATE will construct a SPOI only to those multiunit premises where AT&T-4221STATE has distribution facilities to the premises and AT&T-4221STATE either owns, controls, or leases the inside wire, if any, at such premises. If AT&T-4221STATE has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. AT&T-4221STATE's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a Lawful UNE Subloop via a SPOI.
- 9.3.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 9.3.12 4221 "Term-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from an accessible terminal to the NID, which is located at an eEnd uUser's premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).
- 9.4 AT&T-4221STATE will offer the following Lawful UNE Subloop types:
- 9.4.1 2-Wire Analog Lawful UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 9.4.2 4-Wire Analog Lawful UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 9.4.3 Lawful UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to CLEC in the AT&T-4221STATE states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.
- 9.4.4 As no other type of Subloop constitutes a Lawful UNE subloop, AT&T-4322STATE is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and AT&T-4322STATE provides a subloop(s) that is not described or provided for in this Agreement, AT&T-4322STATE may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-4322STATE to refuse to provide, including if AT&T-4322STATE provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in

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combination with UNES (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

9.5 Intentionally Left Blank.

9.6 Lawful UNE Subloops are provided "as is" unless CLEC requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

9.7 If a Term to NID Lawful UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Lawful UNE Subloop, and such Lawful UNE Subloop has been determined to be a non-defective pair, then that Lawful UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.

9.8 Copper Lawful UNE Subloops

9.8.1 Access to terminals for copper Lawful UNE Subloops is defined to include:

- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Terminal (underground or aerial).

9.9 CLEC may request access to the following copper Lawful UNE Subloop segments:

FROM:

TO:

- | | |
|---|--------------------------|
| 1. Serving Area Interface or
Feeder Distribution Interface | Terminal |
| 2. Serving Area Interface or
Feeder Distribution Interface | Network Interface Device |
| 3. Terminal | Network Interface Device |
| 4. NID | Stand Alone |
| 5. SPOI (Single Point of Interface) | Terminal |
| 6. SPOI (Single Point of Interface) | Terminal |

9.10 Provisioning

9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE Subloop circuit(s).

9.10.2 Spare Lawful UNE Subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

9.11 Maintenance

9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the AT&T-4221STATE switch/testing equipment will be lost.

9.11.2 CLEC shall isolate trouble to the AT&T-4221STATE Lawful UNE Subloop portion of the CLEC's service before reporting trouble to AT&T-4221STATE.

9.11.3 AT&T-4221STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches AT&T-4221STATE on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

9.11.4 Once all Lawful UNE Subloop access arrangements have been completed and balance of payment due AT&T-4221STATE is received, the CLEC may place a LSR for Subloops at this location.

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Prices at which ~~AT&T-4221STATE~~ agrees to provide CLEC with Lawful UNE Subloops are contained in the state specific Appendix Pricing.

- 9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, ~~AT&T-4221STATE~~ repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, ~~AT&T-4221STATE~~ will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.12 Lawful UNE Subloop Access Arrangements

- 9.12.1 Prior to ordering Lawful UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the ~~AT&T-4221STATE~~ Lawful UNE Subloop network.
- 9.12.2 The space available for collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Lawful UNE Subloop Access Arrangement Application.
- 9.12.3 Upon receipt of a complete and correct application, ~~AT&T-4221STATE~~ will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.
- 9.12.4 The assignment of Lawful UNE Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering Lawful UNE Subloop facilities.
- 9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.
- 9.12.6 Several options exist for Collocation or Lawful UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 9.12.7 CLEC will be responsible for obtaining rights of way from owners of property where ~~AT&T-4221STATE~~ has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 9.12.8 Prior to submitting the Lawful UNE Subloop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.
- 9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to ~~AT&T-4221STATE~~ written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. ~~AT&T-4221STATE~~ will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, ~~AT&T-4221STATE~~ will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

- 9.12.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a AT&T-4221STATE technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into AT&T-4221STATE's interconnection point.
- 9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA. This will allow AT&T-4221STATE to properly engineer access to each SAI and to ensure AT&T-4221STATE does not provide more available terminations than the CLEC expects to use.
- 9.12.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their Lawful UNE Subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 9.12.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 9.12.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay AT&T-4221STATE for removal of their facilities from the SAA.
- 9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points
- 9.13.1 SAI/FDI, ECS, SPOI, or Terminal
- 9.13.1.1 CLEC cable to be terminated in a AT&T-4221STATE SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
- 9.13.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T-4221STATE will terminate on available binding posts in the SAI/FDI or Terminal.
- 9.13.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T-4221STATE will stub out a cable from the SAI/FDI or Terminal, which AT&T-4221STATE will splice to the CLEC cable at the meet point.
- 9.13.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.
- 9.14 Relocation of Existing ILEC/CLEC Facilities Involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID
- 9.14.1 AT&T-4221STATE shall notify CLEC of pending relocation as soon as AT&T-4221STATE receives such notice.
- 9.14.2 CLEC shall notify AT&T-4221STATE of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.
- 9.14.3 AT&T-4221STATE shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and AT&T-4221STATE engineer.
- 9.14.4 CLEC shall notify AT&T-4221STATE of acceptance or rejection of the new SCA within 10 business days of its receipt of AT&T-4221STATE's estimate.
- 9.14.5 Upon acceptance of the AT&T-4221STATE estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify AT&T-4221STATE of their acceptance of estimate costs.
- 9.14.6 Should CLEC decide not to continue the SAA, CLEC will notify AT&T-4221STATE as to the date that AT&T-4221STATE may remove CLEC's facilities from that SAA. CLEC will pay AT&T-4221STATE for all costs associated with the removal of the CLEC's SAA.

9.14.7 In the event that CLEC does not respond to AT&T-4221STATE in time to have their facilities relocated, AT&T-4221STATE shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.

9.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Lawful UNE Subloop Segment

9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease AT&T-4221STATE Term to NID Lawful UNE Subloop segments in order to serve its End Users at MTEs in AT&T-4221STATE ("Term to NID MTE Lawful UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from AT&T-4221STATE within the intermediary box (in order to obtain access to AT&T-4221STATE Term to NID MTE Lawful UNE Subloop Segments). In the event CLEC wishes to access AT&T-4221STATE Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

9.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the AT&T terminal.

9.15.1.2 The intermediary box shall contain blocks that meet AT&T-4221STATE's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the AT&T-4221STATE technician the ability to run jumper/cross connect from AT&T-4221STATE terminal to the intermediary box.

9.15.1.3 CLEC agrees that the AT&T-4221STATE technician shall run the jumper/cross-connect from AT&T-4221STATE's serving terminal to CLEC's intermediary box, in order for CLEC to access AT&T-4221STATE Term to NID MTE Lawful UNE Subloop Segments in AT&T-4221STATE. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's intermediary box.

9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from AT&T-4221STATE.

9.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T-4221STATE associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Lawful UNE Subloop Segment including, without limitation: transferring the End User's service from AT&T-4221STATE to CLEC, providing AT&T-4221STATE with CFA prior to ordering and the assigning of a specific Term to NID MTE Lawful UNE Subloop Segment(s).

9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to AT&T-4221STATE by CLEC via a Local Service Request ("LSR").

9.15.1.7 AT&T-4221STATE will upon receipt of the LSR from CLEC for a Term to NID MTE Lawful UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the AT&T-4221STATE terminal to the CLEC intermediary box. AT&T-4221STATE must have access to the intermediary box for completion of the order.

9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Lawful UNE Subloop Segments in AT&T-4221STATE only, CLEC may elect to lease from AT&T-4221STATE Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from AT&T-4221STATE in lieu of AT&T-4221STATE's standard Term to NID Lawful UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.

9.16 Establishment of Term to NID MTE Lawful UNE Subloop Segment When No Intermediary Box is Installed

9.16.1 In those instances where CLEC elects not to install an intermediary box or to have AT&T-4221STATE install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from AT&T-4221STATE Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from AT&T-4221STATE in lieu of AT&T-4221STATE's standard Term to NID Lawful UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, AT&T-4221STATE will provide CLEC with access to the Term To NID MTE Lawful UNE Subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to two feet of exposed wire at AT&T-4221STATE's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's terminal.

9.16.2 If CLEC elects this option to obtain access to the Term To NID Lawful UNE Subloop in an MTE Environment, neither the AT&T-4221STATE SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the AT&T-4221STATE cross- connect, AT&T-4221STATE could not require any CFA information from CLEC.

10. **ENGINEERING CONTROLLED SPLICE (ECS)**

10.1 Subject to the other terms and conditions of this Appendix, AT&T-4221STATE shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.

10.2 AT&T-4221STATE will also make available an Engineering Controlled Splice (ECS), which will be owned by AT&T-4221STATE, for CLECs to gain access to Lawful UNE Subloops at or near remote terminals.

10.3 The ECS shall be made available for Lawful UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

10.3.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that AT&T-4221STATE will construct any Lawful UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If AT&T-4221STATE elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.

10.3.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T-4221STATE places more pairs at the splice.

- 10.3.3 Although AT&T-4221STATE will construct the engineering controlled splice, the ECS maybe owned by AT&T-4221STATE or the CLEC (depending on the specific arrangement) at the option of AT&T-4221STATE.
- 10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 10.3.5 AT&T-4221STATE may require a separate SCA for each remote terminal site.
- 10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE Subloop is to be provisioned by AT&T-4221STATE. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. AT&T-4221STATE will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, AT&T-4221STATE will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 10.4 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
- 10.4.1 Dedicated Facility Option (DFO)
- 10.4.1.1 CLEC may request AT&T-4221STATE splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent Lawful UNE Subloop orders.
- 10.4.1.2 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
- 10.4.1.3 CLECs will compensate AT&T-4221STATE for each of the dedicated Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE Subloops dedicated to the CLEC between the ECS and the SAI.
- 10.4.2 Cross-connected Facility Option (CFO)
- 10.4.2.1 CLEC may request AT&T-4221STATE build an ECS cross-connect junction on which to terminate CLEC's SAA facility.
- 10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T-4221STATE cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T-4221STATE cabling.
- 10.4.2.3 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.
- 10.4.2.4 CLECs will compensate AT&T-4221STATE for the charges incurred by AT&T-4221STATE derived from the CLEC's request for the SCA.
- 10.5 The introduction of an ECS creates the following additional copper Lawful UNE Subloop segments:
- | | |
|--------------|---|
| <u>FROM:</u> | <u>TO:</u> |
| 1. ECS | Serving Area Interface or Feeder Distribution Interface |

- | | |
|--------|----------|
| 2. ECS | Terminal |
| 3. ECS | NID |

11. RESERVED FOR FUTURE USE**12. RESERVED FOR FUTURE USE****13. DS1 AND DS3 DEDICATED TRANSPORT**

13.1 Subject to Section 2 of this Appendix Lawful UNES, ~~AT&T-4322STATE~~ shall provide Lawful UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.

13.2 For purposes of this Agreement, the following definitions apply:

13.2.1 "Dedicated Transport" is defined as ~~AT&T-4322STATE~~ interoffice transmission facilities between wire centers or switches owned by ~~AT&T-4322STATE~~, or between wire centers or switches owned by ~~AT&T-4322STATE~~ and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.

13.2.1.1 ~~AT&T-4322STATE~~ is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of ~~AT&T-4322STATE~~ wire centers.

13.2.2 A "route" is defined as a transmission path between one of ~~AT&T-4322STATE~~'s wire centers or switches and another of ~~AT&T-4322STATE~~'s wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

13.3 ~~AT&T-4322STATE~~ will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE DS1/DS3 Dedicated Transport.

13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, Lawful UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.

13.3.2 Other than as specifically set forth elsewhere in this Agreement, ~~AT&T CONNECTICUT~~ does not offer Lawful UNE DS1/DS3 Dedicated Transport under this Agreement. Rather, it is available as described in Section 18 of the Connecticut Access Service Tariff.

13.3.3 ~~AT&T-4322STATE~~ will provide Lawful UNE DS1 and DS3 Transport to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

13.3.4 Lawful UNE DS1 and DS3 Transport includes, as follows:

13.3.4.1 Multiplexing – an option ordered in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Lawful UNE DS1 or DS3 Dedicated Transport.

13.3.4.2 Other Optional features are outlined in Appendix Pricing.

13.3.5 DS3 Transport "Caps"

13.3.5.1 ~~AT&T-4322STATE~~ is not obligated to provide to CLEC more than twelve(12) DS3 Lawful UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at ~~AT&T-4322STATE~~'s

option it may accept the order, but convert any requested DS3 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

13.3.6 DS1 Transport "Caps"

13.3.6.1 AT&T-4322STATE is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at AT&T-4322STATE's option it may accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning

13.4 Diversity

13.4.1 When requested by CLEC, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Lawful UNE Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 AT&T-4221STATE shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by AT&T-4221STATE for CLEC specific diversity, AT&T-4221STATE will advise CLEC of the applicable additional charges. AT&T-4221STATE will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Declassification Procedure

13.5.1 Wire Center "Tiers" -- For purposes of this Section 13.5 (and Section 14 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

- (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
- (ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
- (iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

13.5.2 DS1 Transport Declassification

13.5.2.1 Subject to the cap described in Section 13.3.6, AT&T-4322STATE shall provide CLEC with access to Lawful UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such AT&T-4322STATE must provide Lawful UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire

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Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).

13.5.3 DS3 Transport Declassification

13.5.3.1 Subject to the cap described in Section 13.3.5, ~~AT&T-4322STATE~~ shall provide CLEC with access to Lawful UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such ~~AT&T-4322STATE~~ must provide Lawful UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).

13.5.4 **Effect on Embedded Base.** Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as Lawful UNEs under this Agreement, ~~AT&T-4322STATE~~ will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.

13.5.5 Products provided by ~~AT&T-4322STATE~~ in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Transport is Declassified.

13.6 The Parties agree that activity by ~~AT&T-4322STATE~~ under this Section 13.5 shall not be subject to the Network Disclosure Rules.

13.7 Routine Network Modifications – Lawful UNE Dedicated Transport

13.7.1 ~~AT&T-4322STATE~~ shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. ~~AT&T-4322STATE~~ shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

13.7.2 A routine network modification is an activity that ~~AT&T-4322STATE~~ regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable and deploying a multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and ~~AT&T-4322STATE~~ is not obligated to perform those activities for a requesting telecommunications carrier.

13.7.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. ~~AT&T-4322STATE~~ is not obligated to perform those activities for a requesting telecommunications carrier.

13.7.4 ~~AT&T-4322STATE~~ shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to ~~AT&T-4322STATE~~'s retail customers.

13.7.5 Notwithstanding anything to the contrary herein, ~~AT&T-4322STATE~~'s obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.

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13.7.6 AT&T-4221STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T-4221STATE), and in the state specific Appendix Pricing (AT&T-4221STATE) or by tariff, as such tariff may be modified from time to time (AT&T CONNECTICUT). AT&T-4322STATE will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-4221STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T-4221STATE include, but are not limited to: (i) splicing and (ii) in AT&T CALIFORNIA only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications through applicable state commission proceedings.

14. DARK FIBER DEDICATED TRANSPORT

14.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-4221STATE shall provide Lawful UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. AT&T-4322STATE is not required to provide Loop and/or Subloop Dark Fiber on an unbundled basis.

14.2 In AT&T-4221STATE, Dedicated Transport Dark Fiber is deployed, unlit optical fiber within AT&T-4221STATE's network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement, AT&T CONNECTICUT does not offer dedicated transport dark fiber under this Agreement; rather, unbundled dedicated transport dark fiber is available to CLECs as described in Section 18.2.1N of the Connecticut Service Tariff.

14.3 Lawful UNE Dedicated Transport Dark Fiber

14.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, AT&T-4221STATE will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as AT&T-4221STATE dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within AT&T-4221STATE's network, connecting AT&T-4221STATE switches or wire centers within a LATA. AT&T-4221STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-4221STATE wire centers. AT&T-4221STATE will offer Lawful UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each AT&T-4221STATE CO where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.

14.4 A "route" is defined as a transmission path between one of AT&T-4221STATE's wire centers or switches and another of AT&T-4221STATE's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares, fibers set aside and documented for AT&T-4221STATE's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

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14.6 Determining Spare Fibers

14.6.1 ~~AT&T-4221STATE~~ will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares

14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares

14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares

14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares

14.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

14.6.1.3 ~~AT&T-4221STATE~~ growth fibers. Fibers documented as reserved by ~~AT&T-4221STATE~~ for utilization for growth within the 12 month-period following the carrier's request.

14.6.2 The appropriate ~~AT&T-4221STATE~~ engineering organization will maintain records on each fiber optic cable for which CLECs request Lawful UNE Dedicated Transport Dark Fiber.

14.7 Quantities and Time Frames for Ordering Lawful UNE Dedicated Transport Dark Fiber

14.7.1 The minimum number of Lawful UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, ~~AT&T-4221STATE~~ will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 14.6 above.)

14.7.2 If CLEC wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, ~~AT&T-4221STATE~~ will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.

14.7.3 Lawful UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve Lawful UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.

14.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber

14.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, ~~AT&T-4221STATE~~'s right of revocation of access under this Section 14.9 applies even when the affected dedicated transport dark fiber remains a Lawful UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 14.8.

- 14.8.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date ~~AT&T-4221STATE~~ provided the fiber(s), ~~AT&T-4221STATE~~ may revoke CLEC's access to the Lawful UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to ~~AT&T-4221STATE~~ inventory.
- 14.8.3 ~~AT&T-4221STATE~~ may reclaim from the CLEC the right to use Lawful UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written notice to the CLEC. If the reclaimed Lawful UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, ~~AT&T-4221STATE~~ will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. ~~AT&T-4221STATE~~ must also demonstrate to the CLEC that the reclaimed dedicated transport dark fiber will be needed to meet ~~AT&T-4221STATE~~'s bandwidth requirements within the 4221 months following the revocation.
- 14.9 Access Methods Specific to Lawful UNE Dedicated Transport Dark Fiber
- 14.9.1 The termination point for Lawful UNE Dedicated Transport Dark Fiber at Central Offices will be in an ~~AT&T-4221STATE~~ approved splitter shelf. This arrangement allows for non-intrusive testing.
- 14.9.2 At CO's, Lawful UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.
- 14.10 Installation and Maintenance for Lawful UNE Dedicated Transport Dark Fiber
- 14.10.1 ~~AT&T-4221STATE~~ will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. CLEC will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to the CLEC.
- 14.11 Dark Fiber Transport Declassification
- 14.11.1 ~~AT&T-4322STATE~~ shall provide CLEC with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such ~~AT&T-4322STATE~~ must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).
- 14.11.2 **Effect on Embedded Base.** Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, ~~AT&T-4322STATE~~ will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 and at the end of the notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of ~~AT&T-4221STATE~~.
- 14.11.3 Products provided by ~~AT&T-4221STATE~~ in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.
- 14.11.4 The Parties agree that activity by ~~AT&T-4221STATE~~ under this Section 14.11 shall not be subject to the Network Disclosure Rules.
- 14.4221 Routine Network Modifications
- 14.4221.1 ~~AT&T-4221STATE~~ shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. ~~AT&T-4221STATE~~ shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without

regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

14.4221.2 A routine network modification is an activity that AT&T-4221STATE regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and AT&T-4221STATE is not obligated to perform those activities for a requesting Telecommunications Carrier.

14.4221.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T-4322STATE is not obligated to perform those activities for a requesting telecommunications carrier.

14.4221.4 AT&T-4322STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-4322STATE's retail customers.

14.4221.5 Notwithstanding anything to the contrary herein, AT&T-4322STATE's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.

14.4221.6 AT&T-4221STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T-4221STATE), and in the state specific Appendix Pricing (AT&T-4221STATE) or by tariff, as such tariff may be modified from time to time (AT&T CONNECTICUT). AT&T-4221STATE will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-4221STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T-4221STATE's include: dark fiber transport splicing. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.

15. RESERVED FOR FUTURE USE

16. 911 OR E911 DATABASE

16.1 Access to the AT&T-4322STATE 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix 911.

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T-4322STATE's databases and information. AT&T-4322STATE will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 AT&T-4322STATE shall provide Cross Connects under this Appendix only for purposes of permitting CLEC to access AT&T-4322STATE Lawful UNE(s), to connect a Lawful UNE to another Lawful UNE, to Commingle (as provided for in this Agreement), or as may otherwise be used with respect to Lawful UNES in accordance with this Agreement. AT&T-4322STATE shall provide Cross Connects under the following terms and conditions in this subsection. AT&T-4322STATE shall only be obligated to provide Cross

Connects under this Appendix for purposes of permitting CLEC to connect AT&T-4322STATE Lawful UNE(s) to other Lawful UNE(s) or to CLEC's own facilities.

- 18.2 A "Cross Connect" is the media used as described in Section 18.1. This includes, for example, the media between a AT&T-4322STATE Lawful UNE and the point of access associated with an Interconnection Cable Arrangement to CLEC's Collocation arrangement, and the media between one AT&T-4322STATE Lawful UNE and another AT&T-4322STATE Lawful UNE where AT&T-4322STATE has connected or left connected those Lawful UNEs. Nothing in this Section 18 is a commitment to connect or leave connected any two or more Lawful UNEs.
- 18.3 AT&T-4221STATE will provide the Cross Connects at the rates, terms, and conditions set forth in applicable pricing appendix and/or pricing schedule. For all cross-connect pricing for AT&T CONNECTICUT, refer to the applicable state tariff.

19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

- 19.1 Access to Lawful UNES is provided under this Agreement over such routes, technologies, and facilities as AT&T-4322STATE may elect at its own discretion. AT&T-4322STATE will provide access to Lawful UNES where technically feasible. Where facilities and equipment are not available, AT&T-4322STATE shall not be required to provide Lawful UNES. Collocation is available from AT&T-4322STATE for obtaining access to Lawful UNES. See collocation appendices. CLEC may request, through the Bona Fide Request (BFR) process, and, to the extent required by law, AT&T-4322STATE may agree to provide an alternative, technically feasible method(s) of accessing Lawful UNES.
- 19.2 Subject to the terms herein, AT&T-4322STATE is responsible only for the installation, operation and maintenance of the Lawful UNES it provides. AT&T-4322STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNES.
- 19.3 Where Lawful UNES provided to CLEC are dedicated to a single End User, if such Lawful UNES are for any reason disconnected they shall be made available to AT&T-4322STATE for future provisioning needs, unless such Lawful UNE is disconnected in error. The CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of a CLEC's End User's service.
- 19.4 CLEC shall make available at mutually agreeable times the Lawful UNES provided pursuant to this Appendix in order to permit AT&T-4322STATE to test and make adjustments appropriate for maintaining the Lawful UNES in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 19.5 CLEC's use of any AT&T-4322STATE Lawful UNE, or of its own equipment or facilities in conjunction with any AT&T-4322STATE Lawful UNE, will not materially interfere with or impair service over any facilities of AT&T-4322STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, AT&T-4322STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Lawful UNE(s) causing the violation.
- 19.6 When a AT&T-4322STATE provided tariffed or resold service is replaced by CLEC's facility-based service using any AT&T-4322STATE provided Lawful UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNES. These requests will be processed by AT&T-4322STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using AT&T-4322STATE provided Lawful UNES is converted to a different CLEC's service which also uses any AT&T-4322STATE provided Lawful UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by AT&T-

4322STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.

- 19.7 CLEC shall connect equipment and facilities that are compatible with the AT&T-4322STATE Lawful UNES, and shall use Lawful UNES in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 19.8 CLEC shall not combine or use Lawful UNES in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with AT&T-4322STATE's network.
- 19.8.1 AT&T-4322STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and AT&T-4322STATE dispatches personnel to the End User's premises or an AT&T-4322STATE Central Office and trouble was not caused by AT&T-4322STATE's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 19.9 CLEC shall pay Time and Material charges when AT&T-4322STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-4322STATE or in detariffed CPE provided by AT&T-4322STATE, unless covered under a separate maintenance agreement.
- 19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 19.11 If CLEC issues a trouble report allowing AT&T-4322STATE access to End User's premises and AT&T-4322STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-4322STATE personnel are dispatched. Subsequently, if AT&T-4322STATE personnel are allowed access to the premises, these charges will still apply.
- 19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T-4322STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-4322STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-4322STATE performed other than on a normally scheduled workday.
- 19.12.1 If CLEC requests or approves an AT&T-4322STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.
- 19.13 Maintenance of Elements
- 19.13.1 If trouble occurs with Lawful UNES provided by AT&T-4322STATE, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in AT&T-4322STATE's equipment and/or facilities, CLEC will issue a trouble report to AT&T-4322STATE.
- 19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Lawful UNE and AT&T-4322STATE dispatches personnel to the End User's premises or an AT&T-4322STATE Central Office and trouble was not caused by AT&T-4322STATE's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

20. RESERVATION OF RIGHTS

- 20.1 AT&T-4322STATE's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Appendix and/or Attachment), AT&T-4322STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

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APPENDIX WHITE PAGES

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APPENDIX WHITE PAGES (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. **[add all 22 states]**
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

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- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **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 doing business in Michigan.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 **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.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 **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.

[add relevant terms for all 22 states]

2. SERVICE PROVIDED

- 2.1 **AT&T-4322STATE** publishes alphabetical White Pages directories for its ILEC Territory. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate **AT&T-4322STATE** White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.
- 2.3 **AT&T-4322STATE** will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.
- 2.4 Subject to **AT&T-4322STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **AT&T-4322STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **AT&T-4322STATE** practices are subject to change from time to time. When CLEC provides its subscriber listing information to **AT&T-4322STATE** listings database, CLEC will receive for its End User, one primary listing in **AT&T-4322STATE** White Pages directory and a listing in **AT&T-4322STATE**'s directory assistance database.

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- 2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, AT&T-4322STATE will assess CLEC a monthly charge for such listings at AT&T-4322STATE tariff rates. An additional monthly charge at AT&T-4322STATE's tariff rate applies when CLEC wishes to list an End User in AT&T-4322STATE's Directory Assistance database but does not wish to have its End User listed in AT&T-4322STATE's White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in AT&T-4322STATE's White Pages directory for a monthly charge at AT&T-4322STATE's tariff rate for those non-published, non-listed services.
- 2.5 CLEC shall furnish to AT&T-4322STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T-4322STATE may require to prepare and print the alphabetical listings of said directory.
- 2.6 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-4322STATE via a mechanical or manual feed of the directory listing information to AT&T-4322STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among AT&T-4322STATE's subscriber listing information. CLEC shall furnish to AT&T-4322STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T-4322STATE may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.
- 2.6.1 Upon CLEC request, sixty (60) calendar days prior to the directory close date for a particular directory, AT&T-8STATE shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to AT&T-8STATE any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date.
- 2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, AT&T MIDWEST REGION 5-STATE shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to AT&T MIDWEST REGION 5-STATE any necessary additions, deletions or modifications prior to the directory close date.
- 2.7 Directories
- 2.7.1 In AT&T-8STATE, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of AT&T-8STATE's White Pages directory in the same manner and at the same time that they are delivered to AT&T-8STATE's subscribers during the annual delivery of newly published directories.
- 2.7.1.1 AT&T-7STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.
- 2.7.1.2 AT&T CONNECTICUT White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.

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- 2.7.2 AT&T MIDWEST REGION 5-STATE shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLEC's End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.7.3 AT&T-4322STATE shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.
- 2.7.4 CLEC may arrange for additional directory distribution and other services with AT&T-4322STATE's directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.8 AT&T-8STATE will provide CLEC with 1/8th page, or the equivalent size as other local service providers listed on the same page, in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, no less than sixty (60) days prior to the directory close date, CLEC shall provide AT&T-8STATE the information to be published on the information page according to the instructions provided on AT&T CLEC Online web site. The content of CLEC's camera-ready copy shall be subject to AT&T-8STATE approval. In those directories in which AT&T-8STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.8.1 AT&T MIDWEST REGION 5-STATE shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for AT&T MIDWEST REGION 5-STATE and other LECs. AT&T MIDWEST REGION 5-STATE's directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to AT&T MIDWEST REGION 5-STATE.
- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, at the prices set forth in the attached, state-specific Exhibit 1 to this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than AT&T SOUTHWEST REGION 5-STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to AT&T SOUTHWEST REGION 5-STATE the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 AT&T-4322STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-4322STATE's subscriber listing information. In exchange for AT&T-4322STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-4322STATE to include and use the CLEC subscriber listing information provided to AT&T-4322STATE pursuant to this Appendix in AT&T-4322STATE's White Pages directory, AT&T-4223STATE's directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-4322STATE's use of CLEC's subscriber listing information in AT&T-4322STATE's directory assistance, directory assistance related products and services, and directory publishing products and services.

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- 3.2 AT&T-4322STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-4322STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-4322STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-4322STATE.

4. PRICING

- 4.1 AT&T-7STATE will deliver one copy per primary End User listing of AT&T-7STATE White Pages, as described in Section 2.7 above, at no charge. AT&T-7STATE has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.1.1 The rates, if any, for AT&T CONNECTICUT White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.
- 4.1.2 AT&T MIDWEST REGION 5-STATE - The rates, if any, for AT&T MIDWEST REGION 5-STATE White Page directories will be in accordance with a separate directory services agreement with AT&T MIDWEST REGION 5-STATE's directory publishing affiliate.

5. LIABILITY

- 5.1 CLEC hereby releases AT&T-4322STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to AT&T-4322STATE under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 CLEC shall indemnify, protect, save harmless and defend AT&T-4322STATE (and/or AT&T-4322STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and AT&T-4322STATE, and/or against AT&T-4322STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, AT&T-4322STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse AT&T-4322STATE for reasonable attorney's fees and other expenses incurred by AT&T-4322STATE in handling and defending such demand, claim and/or suit.
- 5.3 CLEC further agrees to pay all costs incurred by AT&T-4322STATE and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 5.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

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6. BREACH OF CONTRACT

- 6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of AT&T-4322STATE's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **AT&T MIDWEST REGION 5-STATE** will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between **AT&T MIDWEST REGION 5-STATE** and the CLEC via the Centralized Message Distribution System (CMDs) NICS reports.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. **[add all 22 states]**
- 1.3 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.4 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.5 **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 doing business in Michigan.
- 1.6 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **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.
- 1.8 **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.
[add relevant terms for all 22 states]

2. DEFINITIONS

- 2.1 "Centralized Message Distribution System" (CMDs) - means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.2 "Direct Participants" (DP) - the 24 pre-divestiture Bell Operating Companies that interface directly with CMDs. Following is a list of the Direct Participants:
 - 2.2.1 New England Telephone Company
 - 2.2.2 New York Telephone Company
 - 2.2.3 Bell Atlantic, NJ
 - 2.2.4 Bell Atlantic, PA
 - 2.2.5 Bell Atlantic, DE
 - 2.2.6 Bell Atlantic, DC
 - 2.2.7 Bell Atlantic, MD

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- 2.2.8 Bell Atlantic, VA
- 2.2.9 Bell Atlantic, WV
- 2.2.10 Southern Bell Telephone Company
- 2.2.11 South Central Bell Telephone Company
- 2.2.12 The Ohio Bell Telephone Company d/b/a AT&T Ohio
- 2.2.13 Michigan Bell Telephone Company d/b/a AT&T Michigan
- 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
- 2.2.15 Illinois Bell Telephone Company d/b/a AT&T Illinois
- 2.2.16 Wisconsin Bell Telephone Company d/b/a AT&T Wisconsin
- 2.2.17 Northwestern Bell Telephone Company
- 2.2.18 Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas
- 2.2.19 Mountain Bell Telephone Company
- 2.2.20 Pacific Bell Telephone Company d/b/a AT&T California
- 2.2.21 Nevada Bell Telephone Company d/b/a AT&T Nevada
- 2.2.22 The Southern New England Telephone Company
- 2.2.23 Cincinnati Bell Telephone Company
- 2.3 "Exchange Message Interface" (EMI) -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.4 "Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs) - facilities-based providers of local telecommunication services.
- 2.5 "Non-Intercompany Settlement" (NICS) is a revenue exchange process for messages which originate from CLEC and bill to AT&T MIDWEST REGION 5-STATE and message which originate from AT&T MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same AT&T MIDWEST REGION 5-STATE Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T MIDWEST REGION 5-STATE and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by AT&T MIDWEST REGION 5-STATE within the same AT&T MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within AT&T ILLINOIS territory and billed to a CLEC within AT&T ILLINOIS would be covered by this section; a call originating within AT&T MICHIGAN but billing outside of AT&T MICHIGAN would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of AT&T MIDWEST REGION 5-STATE. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

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

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5. BASIS OF COMPENSATION

- 5.1 CLEC agrees to pay a \$.05 per message charge to AT&T MIDWEST REGION 5-STATE for all qualifying messages billed by AT&T MIDWEST REGION 5-STATE.
- 5.2 AT&T MIDWEST REGION 5-STATE agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to AT&T MIDWEST REGION 5-STATE or CLEC based on netting the amount due AT&T MIDWEST REGION 5-STATE and the amount due CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either pParty to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

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APPENDIX-PRICING (OHIO)

[need pricing for all 22 states in AT&T operating
region]

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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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. [add all states in 22-state region]
- 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.

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- 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 Intentionally Omitted. ~~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 AT&T OHIO shall propose rates pursuant to the process required in Sections 251 and 252 of the Act. 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.~~

1.9.23 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 if the Parties have reached mutual agreement of the specified rate and the Commission has approved pursuant to the following process. 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 based on six (6) second intervals 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 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 one-fifth (1/5) 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~~The Parties shall pay a non-recurring charge when ~~a CLEC~~they adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable **AT&T OHIO** access tariffs. This charge also applies to point code information provided by ~~CLEC~~the Parties allowing others to use ~~CLEC~~either Party'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 ~~Intentionally Omitted. 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.

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APPENDIX PERFORMANCE MEASUREMENTS [need appendix applicable to all 22 states]

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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). **[need appendix applicable to all 22 states]**
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 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 pParty'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 pParties 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 pParties 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 pParties 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 pParties agree that performance measurements, remedies and Business Rules may be revised through the Collaborative Process, and the pParties agree to incorporate such changes that are voluntarily agreed to by all pParties to the Collaborative Process when finalized. In the event a pParty disputes the

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adoption of a proposed revision from the Collaborative Process, the pParty 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 pParties 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 pParty 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 pParty 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.

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ATTACHMENT 2

CONFIDENTIAL Intrado Communications Inc. Matrix Summary of Issues

Issue and ICA Sections	ICA Section	Intrado Position	AT&T Position
Issue I. Whether AT&T may deny Intrado its rights under Sections 251(c) and 252 of the Act by claiming that Intrado does not offer telephone exchange service or exchange access	N/A DECLASSIFIED	Intrado is entitled to interconnection pursuant to Section 251(c) of the Act because it offers telephone exchange service and exchange access in North Carolina.	Unclear. AT&T provided template interconnection agreements to Intrado, but has suggested through its correspondence that Intrado is not entitled to interconnection under Section 251(c) of the Act because the services provided by Intrado are not telephone exchange service or exchange access.
Issue II. Whether Intrado is entitled to utilize a single, comprehensive interconnection agreement covering the entire AT&T 22-state operating region as contemplated by the AT&T/BellSouth merger	All Appendices	Consistent with the AT&T/BellSouth merger conditions, Intrado is entitled to use a single interconnection agreement that covers AT&T's entire 22-state territory.	Unclear. AT&T has indicated on numerous occasions that a 22-state template agreement was forthcoming, but AT&T has not provided such a document to Intrado.
Issue III.A. Whether 911 Service and E911 Service calls should be included in the section regarding local interconnection, whether one-way trunks should be used by the Parties for the interconnection of the Parties' 911/E911 networks, and whether the Parties' trunking obligations should be reciprocal	Appendix ITR, Sections 1.3, 2.6, 4.2, 5.6; Appendix Out of Exchange, Section 1.1)	The interconnection agreement language should (1) include 911 Service and E911 Service calls in the types of traffic to be exchanged by the Parties over local interconnection trunks (2) be reciprocal in recognition of both Parties' provision of 911/E911 Trunk groups to each other and (3) require one-way trunks to be used.	

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Issue and ICA Sections	ICA Section	Intrado Position	AT&T Position
<p>Issue III.B.</p> <p>What is the most efficient, cost-effective physical architecture arrangement to achieve the greatest benefit for consumers</p>	<p>Appendix NIM, Sections 2.2, 2.3, 2.4, 2.5, 2.6, 3.3: General Terms and Conditions, Whereas Clause, Section 1.1.116</p>	<p>Intrado has the right to choose the location and number of points of interconnection on the incumbents' network, including the right to establish a single POI. When AT&T is the primary provider of 911/E911 Service, the POI will be at AT&T's Selective Router or other meet-point. When Intrado is the primary provider of 911/E911 Service, AT&T would aggregate and/or transport its end users' emergency calls destined for Intrado's PSAP customers to two POIs on Intrado's network, which could be Intrado's Selective Router/E911 Tandem or at regional meet-points between the Parties' networks.</p>	<p>Unknown.</p>
<p>Issue III.C.</p> <p>Whether the Parties should implement Inter-Selective Router trunking to allow emergency calls to be transferred between Selective Routers and the PSAPs connected to those Selective Routers while retaining the critical information associated with the emergency call</p>	<p>Appendix ITR, Sections 5.2.1, 5.2.2, 5.6; Appendix 911, Section 7.6; Appendix Out of Exchange, Section 1.1</p>	<p>Such a transfer allows the ANI and ALI associated with the emergency call (<i>i.e.</i>, the information needed by the public safety agency to address the caller's emergency) to remain with that communication when it is transferred to the other Selective Router and/or PSAP. If the call is required to be re-routed over the public switched telephone network, the caller's ANI and ALI is lost.</p>	<p>Unclear.</p>

Issue and ICA Sections	ICA Section	Intrado Position	AT&T Position
Issue III.D. Whether the forecasting provisions should be reciprocal, whether the Parties are required to maintain certain grades of service for 911 Trunks, and whether the process for AT&T ordering services from Intrado should be included in the interconnection agreement	Appendix ITR, Sections 6.1, 8.2.1, 8.6.1	The Parties' forecasting obligations should be reciprocal and the Parties should be required to maintain certain grades of service on 911 Trunks. The interconnection agreement should include language regarding Intrado's ordering process.	Unknown.
Issue III.E. Whether the Parties' interconnection agreement should set forth the interconnection architecture to be used or whether that should be addressed separately	Appendix NIM, Sections 1.26, 2.1, 3.4.1, 4.1, 4.2, 4.3	The interconnection agreement should specifically state the interconnection arrangement to be used by the Parties rather than require Intrado to address it separately or give additional notices to AT&T.	Unknown.
Issue IV.A. How the Parties will route 911/E911 calls to each other	Appendix 911, Sections 3.2, 4.2	The language of the agreement should address how both Parties will route 911/E911 calls to each other rather than only address how AT&T will route such calls.	Unknown.
Issue IV.B. How the Parties will obtain access to each other's basic 911 and E911 databases	Appendix 911, Sections 3.4, 4.3	Both Parties must obtain access to the other Party's 911/E911 databases and the Parties must work together as to quickly and accurately upload end user record information into the relevant databases while maintaining the	Unknown.

Issue and ICA Sections	ICA Section	Intrado Position	AT&T Position
		confidentiality of the data.	
Issue IV.C. Whether certain definitions related to the Parties' provision of 911 and E911 Service should be included in the interconnection agreement and what definitions should be used	Appendix 911, Sections 2.1, 2.2, 2.3, 2.5, 2.7, 2.8, 2.9, 2.12, 2.13, 2.14, 2.15, 2.17, 2.18, 2.19, 2.20	Industry-standard definitions relating to the Parties' provision of 911/E911 Service should be included in the interconnection agreement.	Unknown.
Issue IV.D. Whether the language regarding the provision of 911/E911 Services should be reciprocal	Appendix 911, Sections 1, 3.1, 4.1, 5.1, 5.2, 5.3, 6.1, 7, 8.1, 9; General Terms and Conditions, Section 44.6.1	The interconnection agreement should set forth each Party's obligations depending on whether AT&T or Intrado is the primary 911/E911 Service provider in a particular area.	Unknown.
Issue IV.E. Whether each Party should be responsible for the collection and remittance of 911/E911 surcharges	Appendix 911, Section 5.2	Each Party should have reciprocal obligations to collect and remit 911/E911 surcharges to the applicable PSAP and provide any necessary reports.	Unknown.
Issue IV.F. Whether it is more appropriate for language regarding 911 trunking and 911 interconnection to be placed in Appendix ITR or Appendix NIM and whether certain repetitive language should be deleted	Appendix 911, Sections 3.3, old 4.2, old 5.1; Appendix NIM, Section old 2.6	Language regarding 911 trunking and 911 interconnection should be in Appendix NIM or Appendix ITR. Repetitive language should be deleted from the interconnection agreement.	Unknown.

Issue and ICA Sections	ICA Section	Intrado Position	AT&T Position
Issue V.A. Whether the 911/E911 Service calls exchanged between Intrado and AT&T should be subject to intercarrier compensation	Appendix Intercarrier Compensation, Sections 1.1, 6.1	Neither AT&T nor Intrado should be eligible for intercarrier compensation for the termination of 911 Service or E911 Service calls on either Party's network.	Unknown.
Issue V.B. What subset of traffic should be eligible for compensation when exchanged between the Parties	Appendix Intercarrier Compensation, Sections 1.2, 4.1, 5.1, 16.1, 16.2; General Terms & Conditions, Sections 1.1.84, 1.1.122; Appendix ITR, Sections 2.5, 2.13, 2.14, 12.1, 12.2	The interconnection agreement language defining the subset of traffic that will be eligible for compensation when exchanged between the Parties should be consistent with law.	Unknown.
Issue V.C. Whether the Parties should have reciprocal rights and obligations for dealing with third parties, offering certain services, and compensating each other for interLATA traffic	Appendix Intercarrier Compensation, Sections 3.5, 3.9, 12.1, 17.4	The Parties should have equal rights and obligations for dealing with third parties, offering certain services, and compensating each other for interLATA traffic.	Unknown.
Issue V.D. How the Parties should incorporate intervening law changes into their interconnection agreement	Appendix Intercarrier Compensation, Sections 4.2, 15.1	Changes in law, including retroactive application of such changes, should be incorporated into the Parties' interconnection agreement if permitted by the order or other decision effectuating the change in law.	Unknown.

Issue and ICA Sections	ICA Section	Intrado Position	AT&T Position
<p>Issue V.E.</p> <p>What process should be used for rebutting the presumption regarding ISP-Bound Traffic and for tracking foreign exchange ("FX") traffic in Connecticut</p>	<p>Appendix Intercarrier Compensation. Sections 5.4, 6.2.6.4</p>	<p>The process for rebutting the presumption regarding ISP-Bound Traffic and for tracking FX traffic in Connecticut should be consistent with law.</p>	<p>Unknown.</p>
<p>Issue VI.A.</p> <p>Whether AT&T may set a timeframe for incorporating changes to non-voluntary provisions and whether AT&T may unlawfully limit the portability of interconnection agreements</p>	<p>General Terms and Conditions, Section 2.10</p>	<p>The interconnection agreement should not include language that is inconsistent with the AT&T/BellSouth merger conditions. There should be no specific deadline for incorporating certain changes into the Parties' agreement.</p>	<p>Unknown.</p>
<p>Issue VI.B.</p> <p>What term should apply to the interconnection agreement and when is Intrado required to notify AT&T that it seeks to renegotiate the interconnection agreement after receiving a termination notice from AT&T</p>	<p>General Terms and Conditions, Sections 7.2, 7.6</p>	<p>The term of the interconnection agreement should be three years. Intrado should have 30 days to respond to AT&T's notice of termination.</p>	<p>Unknown.</p>

Issue and ICA Sections	ICA Section	Intrado Position	AT&T Position
<p>Issue VI.C.</p> <p>Whether audits may be performed by employees of the Parties, whether the Parties are required to reimburse each other for any auditing expenses, and whether Intrado is required to pay expenses related to the filing of the interconnection agreement with state commissions</p>	<p>General Terms and Conditions, Sections 13, 39.2</p>	<p>Audits should be performed by independent auditors at each Party's expense. Intrado should not be required to pay expenses related to filing the interconnection agreement with state commissions.</p>	<p>Unknown.</p>
<p>Issue VI.D.</p> <p>Whether AT&T may unilaterally dictate when Intrado initiates service</p>	<p>General Terms and Conditions, Section 4.1</p>	<p>AT&T should not be permitted to dictate when Intrado initiate service</p>	<p>Unknown</p>
<p>Issue VI.E.</p> <p>Whether Intrado may assign the agreement to an affiliated entity if the affiliated entity also has an interconnection agreement with AT&T and whether AT&T may impose unspecified charges on Intrado for administrative changes</p>	<p>General Terms and Conditions. Sections 6.1.2, 6.3.2</p>	<p>Intrado should be permitted to assign the interconnection agreement to any affiliated entity. AT&T should not be permitted to impose unspecified charges on Intrado for certain administrative changes.</p>	<p>Unknown.</p>

Issue and ICA Sections	ICA Section	Intrado Position	AT&T Position
<p>Issue VI.F.</p> <p>Whether AT&T may limit its liability for fraud or errors that are attributable to AT&T, whether each Party's liability should be limited to direct damages, and whether indemnification should be limited based on whether the underlying legal requirements are applicable</p>	<p>General Terms and Conditions, Sections 8.1, 15.1, 15.7, 16.4.2</p>	<p>AT&T should not be permitted to limit its liability to the charges paid for service. Indemnification provisions should only apply if the underlying legal requirements apply to the Parties.</p>	<p>Unknown.</p>
<p>Issue VI.G.</p> <p>Whether disputed charges should be subject to late payments, whether the provision of services under the interconnection agreement may be terminated for non-payment of disputed charges, whether the language governing billing and payment should be reciprocal, and how long payments must be made after disputes are settled</p>	<p>General Terms and Conditions, Sections 10.1.5, 10.2, 10.3, 10.5, 10.6.3, 11.2, 11.3</p>	<p>Late charges and potential disconnection of services should only be remedies for undisputed charges. Payments should be made 15 business days after disputes are settled.</p>	<p>Unknown.</p>

Issue and ICA Sections	ICA Section	Intrado Position	AT&T Position
<p>Issue VI.H.</p> <p>Whether the Parties should comply with established requirements for carrier change orders and whether the interconnection agreement should include language indicating that AT&T may provide services to end users similar to those provided by Intrado</p>	<p>General Terms and Conditions, Sections 26.1.1, 38.4</p>	<p>Each Party should comply with FCC and Commission rules for carrier change orders. It is unnecessary for the interconnection agreement to include language indicating that AT&T may provide services to end users similar to those provided by Intrado.</p>	<p>Unknown.</p>
<p>Issue VI.I.</p> <p>What performance measures apply to AT&T's provision of service under the interconnection agreement</p>	<p>General Terms and Conditions, Section 17.1; Appendix Performance Measures</p>	<p>AT&T must provide Intrado with appendices governing performance measures for each applicable state in AT&T's 22-state operating region.</p>	<p>Unknown.</p>
<p>Issue VII.</p> <p>What AT&T will charge Intrado for interconnection and unbundled network elements ("UNEs") and the terms and conditions governing such pricing</p>	<p>Appendix Pricing; Appendix Intercarrier Compensation, Section 14.4</p>	<p>AT&T must provide complete pricing information to Intrado for all 22 states in AT&T's operating region. Any new rates for interconnection facilities and UNEs must be established pursuant to the 251/252 process with approval by the Commission. Industry-standard rounding procedures should be used. AT&T should not be permitted to impose unspecified non-recurring charges on Intrado.</p>	<p>Unknown.</p>

Issue and ICA Sections	ICA Section	Intrado Position	AT&T Position
Issue VIII.A. Whether the definitions of "Central Office Switch" and "Tandem Office Switch" should be modified to include E911 Tandem Switches or Selective Routers and whether the definition of "Tandem Office Switch" should be modified to include emergency call routing	General Terms and Conditions, Section 1.1.42; Appendix ITR, Sections 2.1, 2.10; Appendix NIM, Section 2.1	Switches should be defined to include Selective Routers, 911/E911 Tandems and emergency call routing.	Unknown.
Issue VIII.B. What definition of "End User" should be used in the interconnection agreement	General Terms and Conditions, Section 1.1.61	"End Users" should include communications service providers and other governmental and non-governmental customers (<i>e.g.</i> , PSAPs or E911 Customers) that subscribe to the telecommunications services provided by either of the Parties at retail.	Unknown.
Issue VIII.C. Whether the definition of "Offers Service" should apply to both Parties and include the routing of 911/E911 calls as one of the triggers for determining whether a Party "Offers Service"	Appendix ITR, Section 2.12	The definition of "Offers Service" should apply equally to both Parties and include the routing of 911/E911 calls.	Unknown.
Issue IX.A. Whether AT&T is required to provide UNEs in parity to itself and other telecommunications carriers	Appendix Lawful UNEs, Section 2.10	AT&T should be required to provide UNEs to Intrado at parity to itself and other telecommunications carriers.	Unknown.

Issue and ICA Sections	ICA Section	Intrado Position	AT&T Position
Issue IX.B. Whether Intrado should pay for certain collocation requests as "non-standard" when AT&T has provided similar arrangements to other service providers	Appendix Physical Collocation, Section 2.22	Intrado should not be required to pay for certain collocation requests as "non-standard" when AT&T has provided similar arrangements to other service providers.	Unknown.
Issue IX.C. Whether the Parties' interconnection agreement should reference applicable law rather than incorporate certain AT&T proposed appendices	General Terms and Conditions, Section 44	The Parties' interconnection agreement should reference applicable law rather than incorporate certain AT&T proposed appendices.	Unknown.
Issue IX.D. Whether the term "Interconnection" should be included in the listing of services AT&T is required to provide to Intrado	General Terms and Conditions, Section 2.14	The term "Interconnection" should be included in the list of services AT&T is required to provide to Intrado.	Unknown.
Issue IX.E. Whether certain terms of the interconnection agreement should be capitalized and used consistently throughout the agreement	All Appendices. Various Sections	Terms in the interconnection agreement should be consistently capitalized.	Unknown.

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October 23, 2007

Mr. Thomas W. Hicks
Director, Regulatory Affairs
Intrado Communications, Inc.
1601 Dry Creek Drive
Longmont, CA 80503

RE: Request for Section 251 Interconnection

Dear Mr. Hicks:

This is to confirm our mutual agreement concerning Intrado Communications, Inc. ("Intrado") and 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/c AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee (collectively, "AT&T 22 State") negotiations of an interconnection agreement pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

AT&T's negotiation of the interconnection agreement required under 251 of the Act is based upon Intrado's representation that it is seeking services and products that are required under it. However, AT&T reserves its rights to withdraw from such negotiation in the event that it determines otherwise.

Intrado and AT&T agree that pursuant to Section 252(b)(1) of the Act, the applicable day 135 beginning of the arbitration "window" and day 160 end of the arbitration "window" are as reflected below:

Day 135: October 5, 2007

Day 160: October 30, 2007

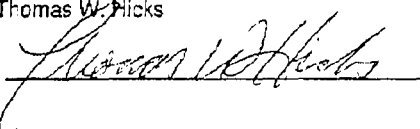
Intrado and AT&T mutually agree to extend the Arbitration window 60 days from October 30, 2007 to December 29, 2007.

Intrado Communications, Inc.

AT&T- 22 State

Name: Thomas W. Hicks

Name: Karon Ferguson

Signature: 

Signature: 

Title: Director-Regulatory Affairs

Title: Lead Negotiator

Date: _____

Date: _____

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Information Exchange Agreement

written certification stating that such information has been returned or destroyed.

8. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of information to Recipient. Nothing in this Agreement shall prevent **AT&T-22STATE** from issuing a press release in the event that Company and **AT&T-22STATE** reach a definitive agreement regarding the Negotiations.
9. Without limiting the generality of the foregoing provisions concerning confidentiality, the parties acknowledge and agree that the information disclosed by **AT&T-22STATE** does or may include customer proprietary network information ("CPNI") subject to the requirements of Section 222 of the 1996 Telecommunications Act and rules promulgated pursuant to that section. Company shall not use any such CPNI for any reason other than in connection with the Negotiations. Company shall not allow the use of, access to, or disclosure of such CPNI to any other party, including affiliates of Company unless required to make such disclosure under force of law. Company shall take all necessary steps to maintain the confidentiality of such CPNI while in Company's possession.
10. The term of this Agreement and the parties' obligations hereunder commence on the Effective Date and extend with regard to all information until two (2) years after the date of final disclosure of information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any information that is a trade secret under applicable law.
11. This Agreement is not a commitment by either party to enter into any transaction or business relationship, nor is it an inducement for either party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both parties.
12. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
13. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
14. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
15. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.
16. This Agreement is governed by the laws of the state for which the negotiations have been requested. If the request is for more than one of the states within the **AT&T-22STATE** area, then in accordance with the laws of the State of Texas, if the request is only for California or Nevada, then in accordance with the laws of California, if the request is only for one or more states within Amertech territory, then in accordance with the laws of the State of Illinois. If the request is for multiple states in more than one territory (e.g., Southwestern Bell and Pacific Bell), the Parties shall agree in advance upon the laws of the state(s) which shall apply and shall memorialize their agreement on Attachment "B" hereto.
17. This Agreement is the entire agreement between the parties hereunder and may not be modified or amended except by a written instrument signed by both parties. Each party has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Agreement.

INTRADO COMMUNICATIONS INC.

By: Thomas W. Hicks
 Print Name: THOMAS W. HICKS
 Title: DIRECTOR-REGULATORY AFFAIRS
 Address: 1601 DRY CREEK DRIVE
LONAMONT, CO 80503
 Date: 7/26/07

AT&T-22STATE

By: Eddie A. Reed, Jr.
 Print Name: Eddie A. Reed, Jr.
 Title: Director-Contract Management
 Address: 311 S. Akard, Room 940
Dallas, Texas 75202
 Date: May 30, 2007

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Information Exchange Agreement

THIS INFORMATION EXCHANGE AGREEMENT (herein the "Agreement") is dated and effective as of May 30, 2007 ("Effective Date"), between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, 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, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee (collectively, "AT&T-22STATE") and Intrado Communications Inc. on behalf of itself, its parents, and their Affiliates, a Delaware corporation, located at 1601 Dry Creek Drive, Longmont, Colorado 80503 ("Company"). The terms "Recipient" and "Discloser" refer to either AT&T-22STATE or Company, as the case may be.

RECITALS

- A. The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, in connection with the negotiations for an agreement pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act") in the states of Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and/or Wisconsin (the "Negotiations").
- B. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser collectively Discloser's "Information". Information provided by one party to the other before execution of this Agreement and in connection with the Negotiations is also subject to the terms of this Agreement, provided, however, that the Negotiations themselves shall not considered Information pursuant to this Agreement. "Affiliates" means any company or other entity, now or in the future, directly or indirectly, in whole or in part controlled by, controlling or under common control with, a party hereto.

IN CONSIDERATION of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.
2. Recipient agrees to use Information solely in connection with the Negotiations and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the Negotiations; (b) have been advised of the confidential and proprietary nature of such Information; and (c) have personally agreed with Recipient in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. AT&T-22STATE may provide Company's Information to AT&T:
3. All Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such disclosure.
4. Discloser's Information does not include:
 - a) any information publicly disclosed by Discloser;
 - b) any information Discloser in writing authorizes Recipient to disclose without restriction;
 - c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
 - d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
 - e) any information Recipient independently develops without use of or reference to Discloser's Information.
5. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law. Provided however, once proper notice has been provided and proper protection sought, nothing herein shall prohibit either party from providing information to the FCC or a state commission in support of or in relation to a party's claim that the other party has failed to negotiate in good faith or in support of or in relation to a request for arbitration under Section 252 of the Act.
6. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.
7. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with

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THIS INFORMATION EXCHANGE AGREEMENT (herein the "Agreement") is dated and effective as of May 30, 2007 ("Effective Date"), between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, 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, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee (collectively, "AT&T-22STATE") and Intrado Communications Inc. on behalf of itself, its parents, and their Affiliates, a Delaware corporation, located at 1601 Dry Creek Drive, Longmont, Colorado 80503 ("Company"). The terms "Recipient" and "Discloser" refer to either AT&T-22STATE or Company, as the case may be.

RECITALS

- A. The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating a potential business relationship in connection with discussions concerning an agreement under which AT&T-22STATE will make available to Company on a commercial basis services and products (the "Negotiations").
- B. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser collectively Discloser's "Information". Information provided by one party to the other before execution of this Agreement and in connection with the Negotiations is also subject to the terms of this Agreement. "Affiliates" means any company or other entity, now or in the future, directly or indirectly, in whole or in part controlled by, controlling or under common control with, a party hereto.

IN CONSIDERATION of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.

The Negotiations do not constitute any waiver of, or otherwise affect, AT&T's right to refuse to negotiate or arbitrate under Sections 251/252 of the Act, per *Coserv LLC v. Southwestern Bell Tel. Co.*, 350 F.3d 482 (5th Cir. 2003). Each Party confirms that in the event it seeks to commence separate negotiations pursuant to Sections 251 and 252 of the Act, it will send to the other Party

(in the case of AT&T, to the appropriate AT&T ILEC(s)) a written request as contemplated by Section 252(a)(1) that specifically states that Party is requesting negotiations under the Act. Each Party confirms that it will not assert in a regulatory proceeding, lawsuit or elsewhere that any action taken with respect to the Negotiations has started the clock for any interconnection or other agreement negotiation, arbitration or approval process set forth in the Act or any state law counterpart. The Parties each further agree that they are entering into the Negotiations, and are making these representations, freely and voluntarily for the purpose of negotiating over a commercial business agreement(s) outside the scope of Sections 251 and 252 or any state law counterpart, and each Party further acknowledges that nothing herein or as to these Negotiations affects either Party's ability to initiate negotiations under Sections 251 and 252, as may be permitted by the Act and/or the interconnection agreements between AT&T ILECs and Carrier (or any of its subsidiaries and affiliates), including without limitation under "change of law"/"intervening law"/"successor rate" or similarly purposed provisions. This Agreement does not affect in any way any notices previously given by either Party to engage in Section 251/252 negotiations (subject to and without affecting this Paragraph), or any notices previously given (or that may be given) invoking "change of law"/"intervening law"/"successor rate" or similarly purposed provisions contained in the interconnection agreements between the AT&T ILECs and any Carrier entity. A Party shall not take any position that is inconsistent with this Agreement and the nature of the Negotiations (as described in herein, including this Paragraph) before any regulatory body or court.

2. Recipient agrees to use Information solely in connection with the Negotiations and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the Negotiations; (b) have been advised of the confidential and proprietary nature of such Information; and (c) have personally agreed with Recipient in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. AT&T-22STATE may provide Company's Information to AT&T-22STATE's Affiliates, consultants, contractors and agents, subject to (a) through (c) above. *gr*

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3. All Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such disclosure.
4. Discloser's Information does not include:
 - a) any information publicly disclosed by Discloser;
 - b) any information Discloser in writing authorizes Recipient to disclose without restriction;
 - c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
 - d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
 - e) any information Recipient independently develops without use of or reference to Discloser's Information.
5. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
6. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.
7. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
8. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient. Nothing in this Agreement shall prevent AT&T-22STATE from issuing a press release in the event that Company and AT&T-22STATE reach a definitive agreement regarding the Negotiations.
9. Without limiting the generality of the foregoing provisions concerning confidentiality, the parties acknowledge and agree that the Information disclosed by AT&T-22STATE does or may include customer proprietary network information ("CPNI") subject to the requirements of Section 222 of the 1996 Telecommunications Act and rules promulgated pursuant to that section. Company shall not use any such CPNI for any reason other than in connection with the Negotiations. Company shall not allow the use of, access to, or disclosure of such CPNI to any other party, including affiliates of Company unless required to make such disclosure under force of law. Company shall take all necessary steps to maintain the confidentiality of such CPNI while in Company's possession.
10. The term of this Agreement and the parties' obligations hereunder commence on the Effective Date and extend with regard to all information until two (2) years after the date of final disclosure of Information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any information that is a trade secret under applicable law.
11. This Agreement is not a commitment by either party to enter into any transaction or business relationship, nor is it an inducement for either party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both parties.
12. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
13. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
14. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
15. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.
16. This Agreement is governed by the laws of the state for which the negotiations have been requested. If the request is for more than one of the states within the AT&T-22STATE area, then in accordance with the laws of the State of Texas; if the request is only for California or Nevada, then in accordance with the laws of California; if the request is only for one or more states within Ameritech territory, then in accordance with the laws of the State of Illinois. If the request is for multiple states in more than one territory (e.g., Southwestern Bell and Pacific Bell), the Parties shall agree in advance upon the laws of the state(s) which shall

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apply and shall memorialize their agreement on Attachment "B" hereto.

17. This Agreement is the entire agreement between the parties hereunder and may not be modified or amended except by a written instrument signed by both parties. Each party has read this Agreement, understands it and agrees to be bound by its

terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Agreement.

INTRADO COMMUNICATIONS INC.

By

Print Name: THOMAS W. HICKS

Title: DIRECTOR - REGULATORY AFFAIRS

Address: 1601 DRY CREEK DRIVE

LOANAMONT, CO 80503

Date: 7/26/07

AT&T-22STATE

By

Print Name: Eddie A. Reed, Jr.

Title: Director-Contract Management

Address: 311 S. Akard, Room 940

Dallas, Texas 75202

Date: May 30, 2007

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May 18, 2007

VIA CERTIFIED MAIL

AT&T Contract Management
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202

RE: Request for Section 251 Interconnection

Dear Contract Manager:

Pursuant to Section 251, et seq. of the Telecommunications Act of 1996, as amended, Intrado Communications Inc. hercin requests interconnection with AT&T.

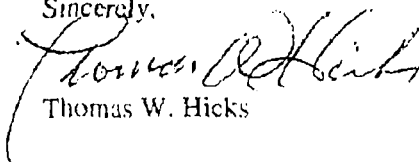
Please forward the appropriate materials to:

Thomas W. Hicks
Director, Regulatory Affairs
c/o Colleen Lockett
Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503
e-mail: regulatory@intrado.com

We look forward to commencing interconnection negotiations with your team. Should you have any questions please feel free to contact me at (972) 772-5883.

Thank you for your consideration.

Sincerely,



Thomas W. Hicks

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From: CANSLER, MICHAEL (ATTOPS) [mailto:mc1825@att.com]
Sent: Thursday, June 28, 2007 4:15 PM
To: Hicks, Thomas
Subject: RE: IEN Contract Request

Tom,

This is to acknowledge that I received your response, in response to my request, concerning Intrado's IEN. Please provide the information that I requested in my prior email to you. Upon receipt we'll review and determine the scope of work and method that will appropriately meet your requirements.

I look forward to working with you again,

Please get back to me at your first opportunity.

Thanks,

Michael J. Cansler
Product Manager - E911
312 867-4165 ph.
mc1825@att.com

This e-mail and any files transmitted with it are the property of AT&T Inc. and/or its affiliates, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please notify the sender at 312-867-4165 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing or copying of this e-mail is strictly prohibited.

-----Original Message-----

From: Hicks, Thomas [mailto:Thomas.Hicks@intrado.com]
Sent: Tuesday, June 26, 2007 5:13 PM
To: CANSLER, MICHAEL (ATTOPS)
Cc: Hicks, Thomas
Subject: FW: IEN Contract Request

Michael,

We would like to pursue interconnection agreements on a parallel path. I wish to establish a footprint wide 251 type interconnection agreement in all states we are certificated in (inclusive of all states except Arkansas, Georgia, Louisiana, Mississippi and Ohio), and to pursue commercial agreement(s) for Ohio, North Carolina and Alabama.

Please respond with the name and contact information for the individual my attorney must work with to negotiate the 251 agreement and the name and contact information of the individual I need to work with for the commercial agreement(s).

Initial interconnection needs will include interconnection between the Intrado selective router and the AT&T selective routers in the states detailed above. Such circuits will employ SS7 signaling, and there may be additional needs for AT&T to secure interconnection from Intrado for circuits

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from their end offices and selective routers to Intrado's selective router for 911 call termination to Intrado served PSAPs.

Please respond with the requested contact information, or feel free to call me if additional information is needed at this time.

Thank you,

Tom Hicks, ENP
Intrado Inc.
Director- Regulatory Affairs
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

-----Original Message-----

From: CANSLER, MICHAEL (ATTOPS) [mailto:mc1825@att.com]
Sent: Thursday, June 21, 2007 4:12 PM
To: Hicks, Thomas
Subject: IEN Contract Request

Tom,

I was good talking to you last week concerning Intrado's desire to enter into a contract with AT&T related to Intrado's IEN product offering. I've had an initial discussion with the E911 team concerning IEN. As a result of our internal discussion, I must request that you provide, in writing, the details of your requirements and also the details of your IEN network needs.

Thanks,

Michael J. Cansler
Product Manager - E911
312 867-4165 ph.
mc1825@att.com

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From: CANSLER, MICHAEL (ATTOPS) [mailto:mc1825@att.com]
Sent: Thursday, July 19, 2007 9:57 AM
To: Hicks, Thomas
Subject: RE: Intrado Request to implement an AT&T 251 interconnection agreement

Tom,

Thank you for providing the additional information. Based on what you've provided below, I understand that you'll be interfacing, going forward, with the Negotiator assigned.

Michael J. Cansler
Product Manager - E911
312 867-4165 ph.
mc1825@att.com

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-----Original Message-----

From: Hicks, Thomas [mailto:Thomas.Hicks@intrado.com]
Sent: Tuesday, July 17, 2007 10:51 AM
To: CANSLER, MICHAEL (ATTOPS)
Cc: Hicks, Thomas
Subject: FW: Intrado Request to implement an AT&T 251 interconnection agreement

Mike,

In our earlier discussions, you asked that I provide you a little more information concerning the types of interconnection services we may be requiring. This message is intended to improve your understanding of the type of services we hope to offer throughout the United States.

We will initially be seeking interconnection between your selective routers and our 9-1-1 networks where we have been granted authority to serve as the 9-1-1 service provider. We are therefore seeking wholesale access and UNE elements for the PSAPs we will be serving that adjoin or are within your exchange boundary serving areas, and may also be seeking Collocation within your central offices where appropriate. Our 9-1-1 product offering is better known as 9-1-1 SafetyNetSM Services, briefly defined below:

9-1-1 SafetyNetSM Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices. 9-1-1 SafetyNetSM Services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in their networks. 9-1-1 Our Services may also include 9-1-1 call routing and transfer services which use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider

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(possibly a Windstream 9-1-1 selective router) for call completion to the appropriate PSAP.

As implied in the preceding paragraph, we wish to enter into a formal 251 type agreement to ensure Intrado receives nondiscriminatory access to AT&T's networks, the availability of wholesale prices and Collocation opportunities.

Since we last spoke, we have received relevant Non Disclosure Agreements and a Credit Application from Eddie Reed, Jr, your Director-Contract Management, and he has identified the individual we will be negotiating with. It currently appears we are now moving forward with our negotiation efforts, and I simply wanted to respond to your earlier question and thank you for any actions you may have taken to get things moving along.

Thank you,

Tom Hicks, ENP
Intrado Inc.
Director- Regulatory Affairs
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

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Eddie A. Reed, Jr.
Director-Contract Management
AT&T Wholesale Customer Care

AT&T Inc.
3111 S. Akard, Room 940 01
Dallas, TX 75202
Fax: 800 404-4548

at&t

May 10, 2007

RESEND OF LETTER DATED MAY 30, 2007

Colleen Lockett
Intrado Communications Inc.
1801 Dry Creek Drive
Longmont, CO 80503

Dear Ms. Lockett:

Your letter dated May 18, 2007 requesting commencement of negotiations on behalf of Intrado Communications Inc. ("Intrado") in compliance with our mutual good faith obligations under the Telecommunications Act of 1996 was received via U.S. Mail on May 23, 2007. The aforementioned letter states that Intrado desires to interconnect with AT&T's services in the states of Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

Karon Ferguson will be the AT&T Lead Negotiator assigned to Intrado Communications Inc. She may be reached at (404) 927-0149. Please contact Karon to begin negotiations.

To facilitate any upcoming discussions, I have signed and enclosed for your consideration two copies of our Mutual Confidentiality and Nondisclosure Agreement, which covers those items that are subject to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act"). Please sign both documents and return one original to me.

Thank you for including copies of Intrado's Certificates of Public Convenience and Necessity and its registration with the Secretary of State for Alabama and North Carolina. For AT&T's records, please fax proof of your certification for the remaining states to Karla Minnick at 1-800-404-4548.

In addition, AT&T requires a copies of Intrado's registration with the Secretary of State's office for the remaining states showing its type of entity and company name. **NAME ON STATE CERTIFICATION AND NAME REGISTERED WITH SECRETARY OF STATE MUST MATCH EXACTLY** in order for AT&T to execute the Agreement. If they do not match, carrier name must change one or the other so that they are exactly the same for AT&T to sign the Agreement.

Intrado must provide documentation from Telcordia of its IAC (Interexchange Access Customer) (aka ACNA) Code, which may be faxed to the number listed above. Such Codes are assigned and administered by Telcordia as the maintenance agent for ANSI (American National Standards Institute) Standard T1.251, which is the specification for these codes. The IAC code is used in interfacing between companies and aiding flowthrough. This three-character alphabetic code is used to populate such COMMON LANGUAGE® Universal Service Order (USO) record fields as "ACNA" and "PIC" and is used to populate the ACNA and CCNA fields on the Access Service Request (ASR) and the Local Service Request (LSR). If you do not yet have an ACNA, Telcordia may be contacted at the following address or website.

Customer Service Center
Telcordia Technologies, Inc.
One Telcordia Drive, RRC 1B-180
Piscataway, NJ 08854-4156
Phone: 866.672.6997
Fax: 732.336.222

<http://telecom-info.telcordia.com/site-cgvidio/>

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Intrado is also required to submit documentation from NECA of its Operating Company Number(s) (OCN), which may be faxed to the number listed above as well. OCNs are also known as company codes and AECNs (Alternate Exchange Carrier Numbers) and are company identifiers assigned by the National Exchange Carrier Association (NECA). It is AT&T's policy to adhere to the industry standards as defined by NECA above. AT&T requires Competitive Local Exchange Carriers (CLECs) wishing to conduct business in any of the AT&T-owned ILEC territories to establish Operating Company Numbers (OCNs) in accordance with the NECA standards. CLECs will be required to establish Resale and/or Facility-Based OCNs as outlined above prior to provisioning services under a Resale or Interconnection Agreement (ICA) entered into with AT&T or any AT&T-Owned ILEC.

NECA may be contacted at the following address or website to obtain an OCN.

80 South Jefferson Road
Whippany, NJ 07981-1009
800-228-8597
Fax: 973-884-8469

http://www.neca.org/source/NECA_BusinessSolutions_4452.asp

Note that AT&T offers a separate 13-State Transit Traffic Service Agreement that is not a part of the Section 251/252 agreement or negotiations process. It is AT&T's position that transit traffic service is not a 251(b) or (c) requirement and that negotiations for transiting rates, terms and conditions between AT&T and Intrado should take place independently of 251/252 negotiation and arbitration process. If you are interested in discussing the Transit Traffic Service Agreement, please contact your negotiator.

To that end, enclosed for your consideration are two copies of our Nondisclosure Agreement which covers those items that are not subject to Sections 251, 252, 271, and/or any state law counterpart; or are not subject to any other provision of the Communications Act of 1934, as amended ("Act") and/or any state law counterpart. Please sign both documents and return one original to me.

In case you have not previously submitted one, also enclosed is a Confidential Credit Application that should be completed and returned to the following address:

AT&T
722 N. Broadway, Floor 11
Milwaukee, WI 53202
Attn: David J. Egan, Sr. Mgr.-Credit & Collections

If you prefer, you may fax the Confidential Credit Application to (866) 718-3822.

Please note that in responding to your request for negotiations under Sections 251/ 252 of the Act and providing any proposed contract terms in connection with this response or in our upcoming 251/252 negotiations, AT&T does not waive, but instead expressly reserves, all of its rights, remedies, and arguments. Accordingly, AT&T reserves the right to withdraw, revise or otherwise modify its proposed provisions prior to the provisions being incorporated into an approved and effective interconnection agreement between the Parties.

The CLEC websites <https://clec.att.com/clec> and http://www.interconnection.bellsouth.com/reference_library/become_a_clec/index.html provide additional information with regard to doing business as a CLEC with AT&T.

Sincerely,



Eddie A. Reed, Jr.

Enclosures

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Information Exchange Agreement

THIS INFORMATION EXCHANGE AGREEMENT (herein the "Agreement") is dated and effective as of May 30, 2007 ("Effective Date"), between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, 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, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee (collectively, "AT&T-22STATE") and Intrado Communications Inc. on behalf of itself, its parents, and their Affiliates, a Delaware corporation, located at 1601 Dry Creek Drive, Longmont, Colorado 80503 ("Company"). The terms "Recipient" and "Discloser" refer to either AT&T-22STATE or Company, as the case may be.

RECITALS

- A. The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating a potential business relationship in connection with discussions concerning an agreement under which AT&T-22STATE will make available to Company on a commercial basis services and products (the "Negotiations").
- B. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser collectively Discloser's "information". Information provided by one party to the other before execution of this Agreement and in connection with the Negotiations is also subject to the terms of this Agreement. "Affiliates" means any company or other entity, now or in the future, directly or indirectly, in whole or in part controlled by, controlling or under common control with, a party hereto.

IN CONSIDERATION of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

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The Negotiations do not constitute any waiver of, or otherwise affect, AT&T's right to refuse to negotiate or arbitrate under Sections 251/252 of the Act, per *Coserv LLC v. Southwestern Bell Tel. Co.*, 350 F.3d 482 (5th Cir. 2003). Each Party confirms that in the event it seeks to commence separate negotiations pursuant to Sections 251 and 252 of the Act, it will send to the other Party

(in the case of AT&T, to the appropriate AT&T ILEC(s)) a written request as contemplated by Section 252(a)(1) that specifically states that Party is requesting negotiations under the Act. Each Party confirms that it will not assert in a regulatory proceeding, lawsuit or elsewhere that any action taken with respect to the Negotiations has started the clock for any interconnection or other agreement negotiation, arbitration or approval process set forth in the Act or any state law counterpart. The Parties each further agree that they are entering into the Negotiations, and are making these representations, freely and voluntarily for the purpose of negotiating over a commercial business agreement(s) outside the scope of Sections 251 and 252 or any state law counterpart, and each Party further acknowledges that nothing herein or as to these Negotiations affects either Party's ability to initiate negotiations under Sections 251 and 252, as may be permitted by the Act and/or the interconnection agreements between AT&T ILECs and Carrier (or any of its subsidiaries and affiliates), including without limitation under "change of law"/"intervening law"/"successor rate" or similarly purposed provisions. This Agreement does not affect in any way any notices previously given by either Party to engage in Section 251/252 negotiations (subject to and without affecting this Paragraph), or any notices previously given (or that may be given) invoking "change of law"/"intervening law"/"successor rate" or similarly purposed provisions contained in the interconnection agreements between the AT&T ILECs and any Carrier entity. A Party shall not take any position that is inconsistent with this Agreement and the nature of the Negotiations (as described in herein, including this Paragraph) before any regulatory body or court.

2. Recipient agrees to use Information solely in connection with the Negotiations and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the Negotiations; (b) have been advised of the confidential and proprietary nature of such Information; and (c) have personally agreed with Recipient in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. AT&T-22STATE may provide Company's Information to AT&T-22STATE's Affiliates, consultants, contractors and agents, subject to (a) through (c) above.

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3. All Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such disclosure.
4. Discloser's Information does not include:
 - a) any information publicly disclosed by Discloser;
 - b) any information Discloser in writing authorizes Recipient to disclose without restriction;
 - c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
 - d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
 - e) any information Recipient independently develops without use of or reference to Discloser's Information.
5. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
6. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.
7. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
8. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient. Nothing in this Agreement shall prevent AT&T-22STATE from issuing a press release in the event that Company and AT&T-22STATE reach a definitive agreement regarding the Negotiations.
9. Without limiting the generality of the foregoing provisions concerning confidentiality, the parties acknowledge and agree that the Information disclosed by AT&T-22STATE does or may include customer proprietary network information ("CPNI") subject to the requirements of Section 222 of the 1996 Telecommunications Act and rules promulgated pursuant to that section. Company shall not use any such CPNI for any reason other than in connection with the Negotiations. Company shall not allow the use of, access to, or disclosure of such CPNI to any other party, including affiliates of Company unless required to make such disclosure under force of law. Company shall take all necessary steps to maintain the confidentiality of such CPNI while in Company's possession.
10. The term of this Agreement and the parties' obligations hereunder commence on the Effective Date and extend with regard to all Information until two (2) years after the date of final disclosure of Information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.
11. This Agreement is not a commitment by either party to enter into any transaction or business relationship, nor is it an inducement for either party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both parties.
12. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
13. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
14. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
15. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.
16. This Agreement is governed by the laws of the state for which the negotiations have been requested. If the request is for more than one of the states within the AT&T-22STATE area, then in accordance with the laws of the State of Texas; if the request is only for California or Nevada, then in accordance with the laws of California; if the request is only for one or more states within Ameritech territory, then in accordance with the laws of the State of Illinois. If the request is for multiple states in more than one territory (e.g., Southwestern Bell and Pacific Bell), the Parties shall agree in advance upon the laws of the state(s) which shall

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apply and shall memorialize their agreement on Attachment "B" hereto.

17. This Agreement is the entire agreement between the parties hereunder and may not be modified or amended except by a written instrument signed by both parties. Each party has read this Agreement, understands it and agrees to be bound by its

terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Agreement.

INTRADO COMMUNICATIONS INC.

By _____

Print Name: _____

Title: _____

Address: _____

Date: _____

AT&T-22STATE

By  _____

Print Name: Eddie A. Reed, Jr.

Title: Director-Contract Management

Address: 311 S. Akard, Room 940

Dallas, Texas 75202

Date: July 10, 2007

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Information Exchange Agreement

THIS INFORMATION EXCHANGE AGREEMENT (herein the "Agreement") is dated and effective as of May 30, 2007 ("Effective Date"), between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, 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, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee (collectively, "AT&T-22STATE") and Intrado Communications Inc. on behalf of itself, its parents, and their Affiliates, a Delaware corporation, located at 1601 Dry Creek Drive, Longmont, Colorado 80503 ("Company"). The terms "Recipient" and "Discloser" refer to either AT&T-22STATE or Company, as the case may be.

RECITALS

- A. The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, in connection with the negotiations for an agreement pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act") in the states of Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and/or Wisconsin (the "Negotiations").
- B. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser collectively Discloser's "Information". Information provided by one party to the other before execution of this Agreement and in connection with the Negotiations is also subject to the terms of this Agreement; provided, however, that the Negotiations themselves shall not be considered information pursuant to this Agreement. "Affiliates" means any company or other entity, now or in the future, directly or indirectly, in whole or in part controlled by, controlling or under common control with, a party hereto.

IN CONSIDERATION of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recipient will protect information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.
2. Recipient agrees to use information solely in connection with the Negotiations and for no other purpose. Recipient may provide information only to Recipient's employees who: (a) have a substantive need to know such information in connection with the Negotiations; (b) have been advised of the confidential and proprietary nature of such information; and (c) have personally agreed with Recipient in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. AT&T-22STATE may provide Company's information to AT&T-22STATE's Affiliates, consultants, contractors and agents, subject to (a) through (c) above.
3. All information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such disclosure.
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 - a) any information publicly disclosed by Discloser;
 - b) any information Discloser in writing authorizes Recipient to disclose without restriction;
 - c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
 - d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
 - e) any information Recipient independently develops without use of or reference to Discloser's information.
5. If Recipient is required to provide information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all information disclosed in response to a written court order, subpoena, regulation or process of law. Provided however, once proper notice has been provided and proper protection sought, nothing herein shall prohibit either party from providing information to the FCC or a state commission in support of or in relation to a party's claim that the other party has failed to negotiate in good faith or in support of or in relation to a request for arbitration under Section 252 of the Act.
6. Recipient may make tangible or electronic copies, notes, summaries or extracts of information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.
7. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with

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written certification stating that such Information has been returned or destroyed.

8. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient. Nothing in this Agreement shall prevent AT&T-22STATE from issuing a press release in the event that Company and AT&T-22STATE reach a definitive agreement regarding the Negotiations.
9. Without limiting the generality of the foregoing provisions concerning confidentiality, the parties acknowledge and agree that the Information disclosed by AT&T-22STATE does or may include customer proprietary network information ("CPNI") subject to the requirements of Section 222 of the 1996 Telecommunications Act and rules promulgated pursuant to that section. Company shall not use any such CPNI for any reason other than in connection with the Negotiations. Company shall not allow the use of, access to, or disclosure of such CPNI to any other party, including affiliates of Company unless required to make such disclosure under force of law. Company shall take all necessary steps to maintain the confidentiality of such CPNI while in Company's possession.
10. The term of this Agreement and the parties' obligations hereunder commence on the Effective Date and extend with regard to all Information until two (2) years after the date of final disclosure of Information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.
11. This Agreement is not a commitment by either party to enter into any transaction or business relationship, nor is it an inducement for either party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both parties.
12. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach

of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

13. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
14. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
15. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.
16. This Agreement is governed by the laws of the state for which the negotiations have been requested. If the request is for more than one of the states within the AT&T-22STATE area, then in accordance with the laws of the State of Texas; if the request is only for California or Nevada, then in accordance with the laws of California, if the request is only for one or more states within Ameritech territory, then in accordance with the laws of the State of Illinois. If the request is for multiple states in more than one territory (e.g., Southwestern Bell and Pacific Bell), the Parties shall agree in advance upon the laws of the state(s) which shall apply and shall memorialize their agreement on Attachment "B" hereto.
17. This Agreement is the entire agreement between the parties hereunder and may not be modified or amended except by a written instrument signed by both parties. Each party has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Agreement.

TELECOMMUNICATIONS INC.

AT&T-22STATE

By

Print Name: Eddie A. Reed, Jr.

Title: Director-Contract Management

Address: 311 S. Akard, Room 940

Dallas, Texas 75202

Date: July 10, 2007

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TRANSMISSION VERIFICATION REPORT

TIME : 07/27/2007 10:01
NAME : INTRADO INC
FAX : 7204945800
TEL : 7204945800
REF.# : BROBT0010704

DATE/TIME
FAX NO./NAME
DURATION
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MODE

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STANDARD
FAX

intrado

1801 Dry Creek Drive
Longmont, CO 80503
Phone 720.494.5800
Fax 720.494.5800
www.intrado.com

Fax

To: EDDIE A. REED, JR. From: INTRADO COMM. INC.
Fax: 800 404-4548 Pages: 6 W/COVER
Phone: Date: 7/27/07
Re: NDAS CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

ATTACHED PLEASE FIND SIGNED NDAS
FOR YOUR RECORDS.

ORIGINALS WILL BE SENT VIA OVERNIGHT
MAIL.

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Information Exchange Agreement

THIS INFORMATION EXCHANGE AGREEMENT (herein the "Agreement") is dated and effective as of May 30, 2007 ("Effective Date"), between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, 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 Co. P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee (collectively, "AT&T-22STATE") and Intrado Communications Inc. on behalf of itself, its parents, and their Affiliates, a Delaware corporation located at 1601 Dry Creek Drive, Longmont, Colorado 80501 ("Company"). The terms "Recipient" and "Discloser" refer to either AT&T-22STATE or Company, as the case may be.

RECITALS

- A. The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information considered to be confidential, valuable and proprietary by Discloser, in connection with the negotiations for an agreement pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act") in the states of Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and/or Wisconsin (the "Negotiations").
- B. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser collectively. Discloser's Information provided by one party to the other before execution of this Agreement and in connection with the Negotiations is also subject to the terms of this Agreement, provided, however, that the Negotiations themselves shall not be considered information pursuant to this Agreement. "Affiliates" means any company or other entity, now or in the future, directly or indirectly, in whole or in part controlled by, controlling or under common control with, a party hereto.

IN CONSIDERATION of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.
2. Recipient agrees to use Information solely in connection with the Negotiations and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such information in connection with the Negotiations; (b) have been advised of the confidential and proprietary nature of such information; and (c) have personally agreed with Recipient in writing to protect from unauthorized disclosure all confidential and proprietary information of whatever source, to which they have access in the course of their employment.

AT&T-22STATE may provide Company's information to AT&T-

22STATE's Affiliates, consultants, contractors and agents, subject to (a) through (c) above.

3. All Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such disclosure.
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 - d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
 - e) any information Recipient independently develops without use of or reference to Discloser's Information.
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7. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly turned to Discloser or destroyed, and Recipient will provide Discloser with

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written certification stating that such information has been returned or destroyed.

8. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of information to Recipient. Nothing in this Agreement shall prevent **AT&T-22STATE** from issuing a press release in the event that Company and **AT&T-22STATE** reach a definitive agreement regarding the Negotiations.
9. Without limiting the generality of the foregoing provisions concerning confidentiality, the parties acknowledge and agree that the information disclosed by **AT&T-22STATE** does or may include customer proprietary network information ("CPNI") subject to the requirements of Section 222 of the 1996 Telecommunications Act and rules promulgated pursuant to that section. Company shall not use any such CPNI for any reason other than in connection with the Negotiations. Company shall not allow the use of, access to or disclosure of such CPNI to any other party, including affiliates of Company unless required to make such disclosure under force of law. Company shall take all necessary steps to maintain the confidentiality of such CPNI while in Company's possession.
10. The term of this Agreement and the parties' obligations hereunder commence on the Effective Date and extend with regard to all information until two (2) years after the date of final disclosure of information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any information that is a trade secret under applicable law.
11. This Agreement is not a commitment by either party to enter into any transaction or business relationship, nor is it an inducement for either party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both parties.
12. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
13. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
14. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
15. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.
16. This Agreement is governed by the laws of the state for which the negotiations have been requested. If the request is for more than one of the states within the **AT&T-22STATE** area, then in accordance with the laws of the State of Texas, if the request is only for California or Nevada, then in accordance with the laws of California, if the request is only for one or more states within Ameritech territory, then in accordance with the laws of the State of Illinois. If the request is for multiple states in more than one territory (e.g., Southwestern Bell and Pacific Bell), the Parties shall agree in advance upon the laws of the state(s) which shall apply and shall memorialize their agreement on Attachment "B" hereto.
17. This Agreement is the entire agreement between the parties hereunder and may not be modified or amended except by a written instrument signed by both parties. Each party has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Agreement.

INTRADO COMMUNICATIONS INC.

By: Thomas W. Hinkle
 Print Name: Thomas W. Hinkle
 Title: DIRECTOR, REGULATORY AFFAIRS
 Address: 1601 DRY CREEK DRIVE
LOANAMONT, CO 80508
 Date: 7/26/07

AT&T-22STATE

By: Eddie A. Reed Jr.
 Print Name: Eddie A. Reed Jr.
 Title: Director, Contract Management
 Address: 341 S. Akard, Room 940
Dallas, Texas 75202
 Date: May 30, 2007

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Information Exchange Agreement

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RECITALS

- A. The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating a potential business relationship in connection with discussions concerning an agreement under which **AT&T-22STATE** will make available to Company on a commercial basis services and products (the "Negotiations").
- B. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser collectively Disclosers' "information". Information provided by one party to the other before execution of this Agreement and in connection with the Negotiations is also subject to the terms of this Agreement. "Affiliates" means any company or other entity, now or in the future, directly or indirectly, in whole or in part controlled by, controlling or under common control with, a party hereto.

IN CONSIDERATION of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recipient will protect information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.
 2. Recipient agrees to use information solely in connection with the Negotiations and for no other purpose. Recipient may provide information only to Recipient's employees who (a) have a substantive need to know such information in connection with the Negotiations, (b) have been advised of the confidential and proprietary nature of such information, and (c) have personally agreed with Recipient in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. **AT&T-22STATE** may provide Company's information to **AT&T-22STATE**'s Affiliates, consultants, contractors and agents, subject to (a) through (c) above, (b) (in the case of AT&T, to the appropriate AT&T ILECs) a written request as contemplated by Section 252(a)(1) that specifically states that Party is requesting negotiations under the Act. Each Party confirms that it will not assert in a regulatory proceeding, lawsuit or elsewhere that any action taken with respect to the Negotiations has started the clock for any interconnection or other agreement negotiation, arbitration or approval process set forth in the Act or any state law counterpart. The Parties each further agree that they are entering into the Negotiations, and are making these representations, freely and voluntarily for the purpose of negotiating over a commercial business agreement(s) outside the scope of Sections 251 and 252 or any state law counterpart, and each Party further acknowledges that nothing herein or as to these Negotiations affects either Party's ability to initiate negotiations under Sections 251 and 252, as may be permitted by the Act and/or the interconnection agreements between AT&T ILECs and Carrier for any of its subsidiaries and affiliates), including without limitation under "change of law"/"intervening law"/"successor rate" or similarly purposed provisions. This Agreement does not affect in any way any notices previously given by either Party to engage in Section 251/252 negotiations (subject to and without affecting this Paragraph), or any notices previously given (or that may be given) invoking "change of law"/"intervening law"/"successor rate" or similarly purposed provisions contained in the interconnection agreements between the AT&T ILECs and any Carrier entity. A Party shall not take any position that is inconsistent with this Agreement and the nature of the Negotiations (as described in herein, including this Paragraph) before any regulatory body or court.
- The Negotiations do not constitute any waiver of, or otherwise affect, AT&T's right to refuse to negotiate or arbitrate under Sections 251-252 of the Act, per *Coserv LLC v. Southwestern Bell Tel. Co.*, 350 F.3d 482 (5th Cir. 2003). Each Party confirms that in the event it seeks to commence separate negotiations pursuant to Sections 251 and 252 of the Act, it will send to the other Party

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Information Exchange Agreement

3. All information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such disclosure.
4. Discloser's information does not include:
 - a) any information publicly disclosed by Discloser;
 - b) any information Discloser in writing authorizes Recipient to disclose without restriction;
 - c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
 - d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
 - e) any information Recipient independently develops without use of or reference to Discloser's information.
5. If Recipient is required to provide information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all information disclosed in response to a written court order, subpoena, regulation or process of law.
6. Recipient may make tangible or electronic copies, notes, summaries or extracts of information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.
7. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such information has been returned or destroyed.
8. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of information to Recipient. Nothing in this Agreement shall prevent AT&T-22STATE from issuing a press release in the event that Company and AT&T-22STATE reach a definitive agreement regarding the Negotiations.
9. Without limiting the generality of the foregoing provisions concerning confidentiality, the parties acknowledge and agree that the information disclosed by AT&T-22STATE does or may include customer proprietary network information ("CPNI") subject to the requirements of Section 222 of the 1996 Telecommunications Act and rules promulgated pursuant to that section. Company shall not use any such CPNI for any reason other than in connection with the Negotiations. Company shall not allow the use of, access to, or disclosure of such CPNI to any other party, including affiliates of Company unless required to make such disclosure under force of law. Company shall take all necessary steps to maintain the confidentiality of such CPNI while in Company's possession.
10. The term of this Agreement and the parties' obligations hereunder commence on the Effective Date and extend with regard to all information until two (2) years after the date of final disclosure of information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any information that is a trade secret under applicable law.
11. This Agreement is not a commitment by either party to enter into any transaction or business relationship, nor is it an inducement for either party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both parties.
12. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
13. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege.
14. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
15. This Agreement is binding upon and inured to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.
16. This Agreement is governed by the laws of the state for which the negotiations have been requested. If the request is for more than one of the states within the AT&T-22STATE area, then in accordance with the laws of the State of Texas, if the request is only for California or Nevada, then in accordance with the laws of California; if the request is only for one or more states within American territory, then in accordance with the laws of the State of Illinois; if the request is for multiple states in more than one territory (e.g., Southwestern Bell and Pacific Bell and Pacific Bell), shall agree in advance upon the laws of the state or territory.

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Information Exchange Agreement

apply and shall memorialize their agreement on Attachment 'B' hereto.

17 This Agreement is the entire agreement between the parties hereunder and may not be modified or amended except by a written instrument signed by both parties. Each party has read this Agreement, understands it and agrees to be bound by its

terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Agreement

INTRADO COMMUNICATIONS INC.

By

Print Name: THOMAS W. HICKS

Title: DIRECTOR - REGULATORY AFFAIRS

Address: 1601 DRY CREEK DRIVE

LENHAMONT, CO 80503

Date: 7/26/07

AT&T-22STATE

By

Print Name: Eddie A. Reed, Jr.

Title: Director-Contract Management

Address: 311 S. Akard, Room 940

Dallas, Texas 75202

Date: May 30 2007

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11

DOCUMENT NUMBER-DATE

11121 DEC 21 5

FPSC-COMMISSION CLERK

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-----Original Message-----

From: MINNICK, KARLA S (ATTSWBT) [mailto:km3164@att.com]

Sent: Thursday, August 02, 2007 12:21 PM

To: Lockett, Colleen

Subject: Draft of 13-St ICA OH - Part 1 of 2

Colleen,

Per our phone conversation earlier, attached is an electronic draft of AT&T's 13-State Interconnection Agreement with state-specific documents for Ohio. I have asked your assigned negotiator Karon Ferguson to send you an electronic draft of the 9-State Interconnection Agreement. If you need the state-specific documents for other states, please let me know. As stated earlier, AT&T's 22-State Interconnection Agreement is being finalized. The target date to have it completed is some time in September.

<<00 13-State Index 072507.doc>> <<01 Gen Terms and Cond 062907.doc>>
<<01A Coordinated Hot Cut 062906.doc>> <<01B Physical Collocation
051007.doc>> <<01C Virtual Collocation 022007.doc>> <<01D Direct
062907.doc>> <<01E Directory Assist Listings 062907.doc>> <<01F 911
020106.doc>> <<01G Interconn Trunking Req 062907.doc>> <<01H Inward
Assistance Oper Svcs 062907.doc>> <<01I Network Interconn Methods
062907.doc>> <<01J Local Number Portability 062907.doc>> <<01K
Numbering 062907.doc>>

Karla Minnick

Manager - Process Development

AT&T Wholesale Customer Care Contract Management

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

**ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN,
NEVADA BELL TELEPHONE COMPANY d/b/a AT&T NEVADA,
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO,
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY d/b/a AT&T
CONNECTICUT,
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T ARKANSAS, AT&T
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND/OR AT&T TEXAS
AND/OR WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN**

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SUBJECT

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**INTERCONNECTION AND/OR RESALE AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF
1996**

between one or more of

**Illinois Bell Telephone Company d/b/a AT&T Illinois,
Indiana Bell Telephone Company Incorporated d/b/a AT&T
Indiana,**

**Michigan Bell Telephone Company d/b/a AT&T Michigan,
Nevada Bell Telephone Company d/b/a AT&T Nevada,
The Ohio Bell Telephone Company d/b/a AT&T Ohio,
Pacific Bell Telephone Company d/b/a AT&T California,
The Southern New England Telephone Company d/b/a AT&T
Connecticut,**

**Southwestern Bell Telephone Company d/b/a AT&T Arkansas,
AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T
Texas,**

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin

and

«CLECLegalName»

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INTERCONNECTION AND/OR RESALE AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between one or more of the AT&T Inc. owned ILEC's Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, (only to the extent that the agent for each such AT&T-owned ILEC executes this Agreement for such AT&T-owned ILEC and only to the extent that such AT&T-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and CLEC Legal Name ("CLEC"), (a StateofInc corporation), shall apply to the state(s) of States.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of Lawful unbundled network elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the state or states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin is the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to Lawful unbundled network elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Attachments, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 1 of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 General Definitions

- 1.1.1 "**Act**" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.2 "**Access Compensation**" is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.
- 1.1.3 "**Access Service Request**" (ASR) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.4 "**Accessible Letters**" are correspondence used to communicate pertinent information regarding AT&T-13STATE to the client/End User community.
- 1.1.5 "**Advanced Services**" means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an AT&T-13STATE Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 1.1.5.2 x.25-based and x.75-based packet technologies, or
 - 1.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.6 "**Affiliate**" is As Defined in the Act.
- 1.1.7 "**Alternate Billing Service**" (ABS) or "**Alternately Billed Traffic**" (ABT) means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.8 "**Applicable Law**" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.9 "**As Defined in the Act**" means as specifically defined by the Act.
- 1.1.10 "**As Described in the Act**" means as described in or required by the Act.
- 1.1.11 "**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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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- 1.1.12 **"AT&T-2STATE"** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA** (and previously referred to as "SBC-2STATE"), the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.1.13 **"AT&T-4STATE"** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma (and previously referred to as "SBC-4STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.1.14 **"AT&T-7STATE"** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA** (and previously referred to as "SBC-7STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.1.15 **"AT&T-8STATE"** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** (and previously referred to as "SBC-8STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.1.16 **"AT&T-10STATE"** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** (and previously referred to as "SBC-10STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.17 **"AT&T-12STATE"** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** (and previously referred to as "SBC-12STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.18 **"AT&T-13STATE"** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** (and previously referred to as "SBC-13STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.19 **"AT&T ARKANSAS"** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas (and previously referred to as "SBC Arkansas"), the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.1.20 **"AT&T CALIFORNIA"** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as "SBC California"), the applicable AT&T-owned ILEC doing business in California.
- 1.1.21 **"AT&T CONNECTICUT"** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut (and previously referred to as "SBC Connecticut"), the applicable above listed ILEC doing business in Connecticut.
- 1.1.22 **"AT&T KANSAS"** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas (and previously referred to as "SBC Kansas"), the applicable AT&T-owned ILEC doing business in Kansas.
- 1.1.23 **"AT&T ILLINOIS"** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois (and previously referred to as "SBC Illinois"), the applicable AT&T-owned ILEC doing business in Illinois.
- 1.1.24 **"AT&T INDIANA"** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana (and previously referred to as "SBC Indiana"), the applicable AT&T-owned ILEC doing business in Indiana.

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- 1.1.25 **"AT&T MICHIGAN"** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan (and previously referred to as "SBC Michigan"), the applicable AT&T-owned ILEC doing business in Michigan.
- 1.1.26 **"AT&T MIDWEST REGION 5-STATE"** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as "SBC MIDWEST REGION 5-STATE"), the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.1.27 **"AT&T MISSOURI"** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri (and previously referred to as "SBC Missouri"), the applicable AT&T-owned ILEC doing business in Missouri.
- 1.1.28 **"AT&T NEVADA"** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada (and previously referred to as "SBC Nevada"), the applicable AT&T-owned ILEC doing business in Nevada.
- 1.1.29 **"AT&T OHIO"** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio (and previously referred to as "SBC Ohio"), the applicable AT&T-owned ILEC doing business in Ohio.
- 1.1.30 **"AT&T OKLAHOMA"** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma (and previously referred to as "SBC Oklahoma"), the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.1.31 **"AT&T SOUTHWEST REGION 5-STATE"** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas (and previously referred to as "SBC SOUTHWEST REGION 5-STATE"), the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.1.32 **"AT&T TEXAS"** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas (and previously referred to as "SBC Texas"), the applicable AT&T-owned ILEC doing business in Texas.
- 1.1.33 **"AT&T WISCONSIN"** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as "SBC Wisconsin"), the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.1.34 **"Automated Message Accounting" (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 1.1.35 **"Bona Fide Request" (BFR)** is the process described in the applicable Appendix Lawful UNEs.
- 1.1.36 **"Business Day"** means Monday through Friday, excluding holidays on which the applicable AT&T-owned ILEC does not provision new retail services and products.
- 1.1.37 **"Busy Line Verification" (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.38 **"CABS"** means the Carrier Access Billing System.
- 1.1.39 **"Calling Name Delivery Service" (CNDS)** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.

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- 1.1.40 **"Central Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an AT&T-13STATE E911 Selective Router.
- 1.1.41 **"Centralized Message Distribution System" (CMDS)** means the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.
- 1.1.42 **"Central Office Switch" (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 1.1.42.1 **"End Office Switch" or "End Office"** is a switching machine that **directly** terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
- 1.1.42.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 1.1.43 **"Charge Number"** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.44 **"Claim"** means any pending or threatened claim, action, proceeding or suit.
- 1.1.45 **"Collocation"** is an arrangement where a CLEC leases space at an AT&T-13STATE premises for the placement of equipment necessary for interconnection or access to AT&T-13STATE Lawful UNEs.
- 1.1.46 **"Commercial Mobile Radio Services" (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.47 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **"Commissions"** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:
- 1.1.47.1 the Arkansas Public Service Commission (AR-PSC);
- 1.1.47.2 Public Utilities Commission of the State of California (CA-PUC);
- 1.1.47.3 the Connecticut Department of Public Utility Control (DPUC);
- 1.1.47.4 the Illinois Commerce Commission (IL-CC);
- 1.1.47.5 the Indiana Utilities Regulatory Commission (IN-URC);
- 1.1.47.6 the Kansas Corporation Commission (KS-CC);
- 1.1.47.7 the Michigan Public Service Commission (MI-PSC);
- 1.1.47.8 the Missouri Public Service Commission (MO-PSC);
- 1.1.47.9 the Public Utilities Commission of Nevada (NV-PUC);
- 1.1.47.10 the Public Utilities Commission of Ohio (PUC-OH);
- 1.1.47.11 the Oklahoma Corporation Commission (OK-CC);
- 1.1.47.12 the Public Utility Commission of Texas (PUC-TX); and
- 1.1.47.13 the Public Service Commission of Wisconsin (PSC-WI).
- 1.1.48 **"Common Channel Signaling" (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.1.49 **"Common Language Location Identifier" (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

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- 1.1.50 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.1.51 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by AT&T-13STATE and forwarded to CLEC.
- 1.1.52 **"Custom Local Area Signaling Service Features" (CLASS)** means certain call-management service features that are currently available from AT&T-13STATE's local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.1.53 **"Customer Name and Address Information" (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.54 **"Data Interexchange Carrier" (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the AT&T-13STATE and CLECs interconnecting with its network. This reciprocal exchange of data enables AT&T-13STATE and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.1.55 **"Declassified" or "Declassification"** means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, ceases to be a Lawful UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as **"Declassified."**
- 1.1.56 **"Delaying Event"** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.1.56.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
 - 1.1.56.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.56.3 any Force Majeure Event.
- 1.1.57 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.58 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.58.1 **"Digital Signal Level 0" (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.1.58.2 **"Digital Signal Level 1" (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

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- 1.1.58.3 **"Digital Signal Level 3" (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.59 **"Digital Subscriber Line" (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.60 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.61 **"End Users"** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.62 **"Enhanced Service Provider" (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.63 **"Exchange Access"** is As Defined in the Act.
- 1.1.64 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.65 **"Exchange Message Interface" (EMI)** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.
- 1.1.66 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.
- 1.1.67 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.
- 1.1.68 **"Feature Group D" (FGD)** is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 1.1.69 **"FCC"** means the Federal Communications Commission.
- 1.1.70 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.
- 1.1.71 **"Foreign Exchange" (FX) or "FX-like" service** means a retail service offering which allows FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. **"FX Telephone Numbers"** are those telephone numbers with rating and routing point that are different from those of the geographic area in which the end user is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation).

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- 1.1.72 **"Fraud Monitoring System"** means an off-line administration system that monitors suspected occurrences of ABT-related fraud.
- 1.1.73 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.74 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 1.1.75 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.76 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 1.1.77 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.78 **"Interconnection"** is As Defined in the Act.
- 1.1.79 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.1.80 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.81 **"InterLATA"** is As Defined in the Act.
- 1.1.82 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.83 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 1.1.84 **"ISP-Bound Traffic"** shall mean telecommunications traffic, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean exchanged between CLEC and AT&T-13STATE in which the originating End User of one Party and the ISP served by the other Party are:
- both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.
- 1.1.85 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 1.1.86 **"Jurisdictional Identification Parameter" (JIP)** is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.

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- 1.1.87 **"Lawful,"** when used in relation to unbundling, unbundled network elements, network elements and/or UNEs or activities involving UNEs, means required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.
- 1.1.88 **"Line Information Data Base" (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.
- 1.1.89 **"Local Access Transport Area" (LATA)** is As Defined in the Act.
- 1.1.90 **"Local Exchange Carrier" (LEC)** is As Defined in the Act.
- 1.1.91 **"Local Exchange Routing Guide" (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.92 **"Local Interconnection Trunks/Trunk Groups"** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE.
- 1.1.93 **"Local Loop Transmission", "Lawful Unbundled Local Loop", "Loop"** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the AT&T-13STATE Serving Wire Center.
- 1.1.94 **"Local Number Portability" (LNP)** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.95 **"Location Routing Number" (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office - Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.1.96 **"Local Service Provider" (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.
- 1.1.97 **"Loss" or "Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.1.98 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.99 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 1.1.100 **"Meet-Point Billing" (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the

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LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

1.1.101 **"Multiple Bill/Single Tariff"** is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.

1.1.102 **"Network Data Mover" (NDM)** is an industry standard protocol for transferring information electrically.

1.1.103 **"Network Element"** is As Defined in the Act.

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

1.1.105 **"Numbering Plan Area" (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

1.1.106 **"Number Portability"** is As Defined in the Act.

1.1.107 **"NXX" or "Central Office Code"** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.1.108 **"Ordering and Billing Forum" (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

1.1.109 **"Out of Exchange LEC" (OE-LEC)** means ~~«CLEC Legal Name»~~ operating within AT&T-13STATE's incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.

1.1.110 **"Out of Exchange Traffic"** is defined as local, transit, or intraLATA traffic to or from a non-AT&T ILEC exchange area.

1.1.111 **"Party"** means either CLEC or the AT&T-owned ILEC; use of the term "Party" includes each of the AT&T-owned ILEC(s) that is a party to this Agreement. **"Parties"** means both CLEC and the AT&T-owned ILEC; use of the term "Parties" includes each of the AT&T-owned ILEC(s) that is a party to this Agreement.

1.1.112 **"Permanent Number Portability" (PNP)** is a long term method of providing LNP using LRN.

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

1.1.114 **"Physical Collocation"** is as defined in Appendix Physical Collocation.

1.1.115 **"Plain Old Telephone Service" (POTS)** means telephone service for the transmission of human speech.

1.1.116 **"Point of Interconnection" (POI)** is a point on the AT&T-13STATE network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

1.1.117 "**Port**" is the point of interface/access connection to the **AT&T-13STATE** public switched network. This may be a switch line side interface or switch trunk side interface.

1.1.118 "**Rate Center Area**" means the following in each applicable area:

1.1.118.1 **AT&T MIDWEST REGION 5-STATE**

1.1.118.1.1 "Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

1.1.118.2 **AT&T NEVADA**

1.1.118.2.1 "Rate Center" denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.

1.1.118.3 **AT&T CALIFORNIA**

1.1.118.3.1 "Rate Center" denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.

1.1.118.4 **AT&T CONNECTICUT**

1.1.118.4.1 "Rate Center" means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.

1.1.118.5 **AT&T SOUTHWEST REGION 5-STATE**

1.1.118.5.1 "Rate Center" means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs.

1.1.119 "**Rating Point**" means the V&H coordinates associated with a particular telephone number for rating purposes.

1.1.120 "**Referral Announcement**" refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

1.1.121 "**Routing Point**" is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.1.122 "**Section 251(b)(5) Traffic**" shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

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a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

1.1.123 **"Service Provider Number Portability" (SPNP)** is synonymous with Permanent Number Portability "PNP".

1.1.124 **"Service Switching Point" (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.

1.1.125 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.

1.1.126 **"Signal Transfer Point" (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

1.1.127 **"State Abbreviation"** means the following:

1.1.127.1 "AR" means Arkansas

1.1.127.2 "CA" means California

1.1.127.3 "CT" means Connecticut

1.1.127.4 "IL" means Illinois

1.1.127.5 "IN" means Indiana

1.1.127.6 "KS" means Kansas

1.1.127.7 "MI" means Michigan

1.1.127.8 "MO" means Missouri

1.1.127.9 "NV" means Nevada

1.1.127.10 "OH" means Ohio

1.1.127.11 "OK" means Oklahoma

1.1.127.12 "TX" means Texas

1.1.127.13 "WI" means Wisconsin

1.1.128 **"Switched Access Detail Usage Data"** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.

1.1.129 **"Switched Exchange Access Service"** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

1.1.130 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

1.1.131 **"Telecommunications"** is As Defined in the Act.

1.1.132 **"Telecommunications Carrier"** is As Defined in the Act.

1.1.133 **"Telecommunications Service"** is As Defined in the Act.

1.1.134 **"Telephone Exchange Service"** is As Defined in the Act.

1.1.135 **"Telephone Toll Service"** is As Defined in the Act.

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

1.1.137 "Toll Billing Exception Service" (TBE) means a service that allows End Users to restrict third number billing or collect calls to their lines.

1.1.138 "Trunk" means a communication line between two switching systems.

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

1.1.140 "Lawful Unbundled Network Element" or "Lawful UNE" is as defined in Appendix Lawful UNEs (Lawful Provision of Access to Unbundled Network Elements).

1.1.141 "Virtual Collocation" is as defined in Appendix Virtual Collocation.

1.1.142 "Wire Center" is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

1.2 Definitions Applicable to AT&T-12STATE Only

1.2.1 "Main Distribution Frame" (MDF) is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

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

1.2.3 "Universal Digital Loop Carrier" (UDLC) describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.

1.3 Definitions Applicable to AT&T-7STATE Only

1.3.1 "Line Side" refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.4 Definitions Applicable to AT&T MIDWEST REGION 5-STATE Only

1.4.1 "Line Side" refers to the switch port toward the CLEC's side of the equipment.

2. **INTERPRETATION, CONSTRUCTION AND SEVERABILITY**

2.1 Definitions

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

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2.2 Headings Not Controlling

- 2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

- 2.3.1 Unless the context shall otherwise specifically require, and subject to Section 23, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, AT&T-13STATE Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a "Referenced Instrument"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

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

2.5 Tariff References

- 2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the CLEC and only the AT&T-13STATE ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.
- 2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.
- 2.5.3 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T-13STATE, as such tariffs may be modified from time to time.
- 2.5.4 Wherever the term "customer" is used in connection with AT&T SOUTHWEST REGION 5-STATE's retail tariffs, the term "customer" means the ultimate "consumer" or the "end user" of any tariffed service.

2.6 Conflict in Provisions

- 2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.
- 2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit,

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Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

- 2.6.3 In AT&T CONNECTICUT only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with AT&T CONNECTICUT, such DPUC-ordered tariffs will prevail.

2.7 Joint Work Product

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

2.8 Severability

- 2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Lawful Unbundled Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

- 2.9.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all attachments, appendices and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in this Agreement (including any and all attachments, appendices and/or schedules hereto), and all such Provisions are integrally related.

2.10 Non-Voluntary Provisions

- 2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by AT&T-13STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). AT&T-13STATE has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 12.
- 2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that the PUC-OH's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

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2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.

2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 12.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, AT&T-13STATE's obligations under this Agreement shall apply only to:

2.12.1.1 the specific operating area(s) or portion thereof in which AT&T-13STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and

2.12.1.2 assets that AT&T-13STATE owns or leases and which are used in connection with AT&T-13STATE's provision to CLEC of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which AT&T-12STATE agrees to provide CLEC with access to Lawful unbundled network elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-12STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-12STATE is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T-12STATE's incumbent local exchange areas. AT&T-12STATE has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-12STATE's incumbent local exchange areas. In addition, AT&T-12STATE is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2)

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of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-12STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in AT&T-12STATE's current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T-12STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T-12STATE has been approved by the relevant state Commission and is in effect.

- 2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by AT&T-12STATE under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above, and require only the provision of Lawful UNEs; regardless of whether the term "Lawful" is used as part of the reference to unbundled network elements.

2.13 Affiliates

2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind AT&T-13STATE, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between AT&T-13STATE and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein until either AT&T-13STATE or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, the existing Agreement will not supercede a currently effective interconnection agreement between any such CLEC Affiliate and AT&T-13STATE until the expiration of such other agreement.

- 2.14 This Agreement sets forth the terms and conditions pursuant to which AT&T-13STATE agrees to provide CLEC with access to Lawful UNEs, Collocation and Resale in AT&T-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that AT&T-13STATE is only obligated to make available Lawful UNEs, Collocation and Resale to CLEC in AT&T-13STATE's incumbent local exchange areas. AT&T-13STATE has no obligation to provide Lawful UNEs, Collocation and Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-13STATE's incumbent local exchange areas. In addition, AT&T-13STATE is not obligated to provision Lawful UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of AT&T-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Interconnection Agreement, and any associated provisions set in the Attachments, Appendices, Schedules and/or Exhibits in the CLEC's current Interconnection Agreement (including but not limited to the associated Lawful UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to CLEC for provisioning services within an AT&T-13STATE incumbent local exchange area(s) in the State in which the CLEC's Interconnection Agreement has been approved by the Commission and is in effect.

3. NOTICE OF CHANGES -- SECTION 251(c)(5)

- 3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its

network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules"). AT&T-13STATE will not discontinue any Lawful UNE, Interconnection arrangement, function, facility, product or service (excluding Resale Services), that AT&T-13STATE is required to provide to CLEC under this Agreement unless and until: (i) AT&T-13STATE provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to AT&T-13STATE's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following AT&T-13STATE's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Upon approval by the Commission, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within ____ calendar days and to residential End Users within ____ calendar days.
- 4.2 AT&T-12STATE and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.
- 4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T-13STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 4.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

5. INSURANCE

- 5.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
 - 5.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
 - 5.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$1,000,000 are also required if this Agreement involves collocation or structure access. AT&T-13STATE, its affiliates, officers, agents and employees, shall be listed as additional insured on the Commercial General Liability policy. A waiver of subrogation shall be in favor of AT&T-13STATE. The

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liability policies shall be primary and non-contributory from any insurance that is maintained by AT&T-13STATE.

- 5.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 5.1.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in this Section.
- 5.1.5 The Parties agree that companies affording the insurance coverage required under this Section shall have a rating of A or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 5.1.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 5.1.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 5.1.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
 - 5.1.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
 - 5.1.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 5.1.8 This Section 5.1 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 5.2 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert its appropriate state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Lawful Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

6. ASSIGNMENT

6.1 Assignment of Contract

- 6.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of AT&T-13STATE. Any attempted assignment or transfer that is not permitted is void *ab initio*.
- 6.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to AT&T-13STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate

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agreement with AT&T-13STATE under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.

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

6.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per end user record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.

6.3 Company Code Change

6.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a CLEC Company Code Change. For the purposes of this Section, "assets" means any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under that Agreement. CLEC shall provide AT&T-13STATE with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain AT&T-13STATE's consent. AT&T-13STATE shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, AT&T-13STATE's consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.

6.3.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Lawful UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement. In addition, CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

6.4 Assignment of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service.

6.4.1 Any assignment or transfer of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide AT&T-13STATE with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

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6.4.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to end users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. The acquiring CLEC shall also submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Lawful UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

6.5 Project Coordination

6.5.1 AT&T-13STATE will provide project management support to effectuate changes of the types identified in Section 6.5.2.

6.5.2 AT&T-13STATE will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should AT&T-13STATE's most current version of LSOR or ASOR guidelines not support the required order activity, AT&T-13STATE will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to AT&T-13STATE any and all information AT&T-13STATE reasonably requests to effectuate such changes.

6.6 When an End User changes its service provider from AT&T-13STATE to CLEC or from CLEC to AT&T-13STATE and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number.

6.6.1 The following pertains to AT&T ILLINOIS, AT&T WISCONSIN and AT&T CALIFORNIA only:

6.6.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

6.7 The following applies to AT&T INDIANA only:

6.7.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(l)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

6.8 The following applies to AT&T MICHIGAN only:

6.8.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

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6.9 The following applies to AT&T OHIO only:

- 6.9.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 6.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 6.11 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 6.12 This Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.
- 6.13 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

7. EFFECTIVE DATE, TERM AND TERMINATION

- 7.1 In AT&T-13STATE, with the exception of AT&T OHIO, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In AT&T OHIO, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on «ExpirationDate», provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on «ExpDT2» (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 7.3 or 7.4.
- 7.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 7.3 shall take effect immediately upon delivery of written notice to the other Party that it

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failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

- 7.4 If pursuant to Section 7.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 7.5 and 7.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 7.4 other than its obligations under Sections 7.5 and 7.6.
- 7.5 Upon termination or expiration of this Agreement in accordance with Sections 7.2, 7.3 or 7.4:
- 7.5.1 Each Party shall continue to comply with its obligations set forth in Section 42, Scope of this Agreement; and
- 7.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 10.4 hereof;
- 7.5.3 Each Party's confidentiality obligations shall survive; and
- 7.5.4 Each Party's indemnification obligations shall survive.
- 7.6 If either Party serves notice of expiration pursuant to Section 7.2 or Section 7.4, CLEC shall have ten (10) calendar days to provide AT&T-13STATE written confirmation if CLEC wishes to pursue a successor agreement with AT&T-13STATE or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with AT&T-13STATE, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with AT&T-13STATE under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 7.7 If written notice is not issued pursuant to Section 7.2, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which AT&T-13STATE received CLEC's Section 252(a)(1) request.
- 7.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with AT&T-13STATE for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following AT&T-13STATE's receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 7.5 of this Agreement.
- 7.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T-13STATE in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the AT&T-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the

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Parties shall have no further obligations under this Agreement except those set forth in Section 7.5 of this Agreement.

- 7.10 In the event of termination of this Agreement pursuant to Section 7, AT&T-13STATE and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

8. END USER FRAUD

- 8.1 AT&T-13STATE shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Traffic (ABT). ABT is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABT calls: calling card, collect, and third number billed calls.
- 8.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 8.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 8.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 8.4 AT&T-10STATE, AT&T CALIFORNIA and AT&T CONNECTICUT will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB. AT&T CALIFORNIA will provide such alert messages by e-mail. AT&T-10STATE and AT&T CONNECTICUT will provide via fax.
- 8.4.1 AT&T SOUTHWEST REGION 5-STATE (on behalf of itself and AT&T CONNECTICUT) and AT&T CALIFORNIA will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud for CLEC using the same criteria AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA use to monitor fraud on their respective accounts.
- 8.4.2 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
- 8.4.3 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.
- 8.5 In AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA ABT-related alerts are provided to CLEC at no additional charge, except as related in 8.6 below.
- 8.6 In AT&T CALIFORNIA 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing. For terms and conditions for TARS, see Appendix Resale.

9. ASSURANCE OF PAYMENT

- 9.1 Upon request by AT&T-13STATE, CLEC will provide AT&T-13STATE with adequate assurance of payment of amounts due (or to become due) to AT&T-13STATE.

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- 9.2 Assurance of payment may be requested by AT&T-12STATE if:
- 9.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to AT&T-13STATE for charges incurred as a CLEC; or
 - 9.2.2 in AT&T-12STATE's reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or
 - 9.2.3 CLEC fails to timely pay a bill rendered to CLEC by AT&T-12STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 11.3); or
 - 9.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 9.3 Unless otherwise agreed by the Parties, the assurance of payment will consist of
- 9.3.1 a cash security deposit in U.S. dollars held by AT&T-12STATE ("Cash Deposit") or
 - 9.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-12STATE naming the AT&T-owned ILEC(s) designated by AT&T-12STATE as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to AT&T-12STATE ("Letter of Credit").
 - 9.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-12STATE, for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by AT&T-12STATE under this Agreement.
 - 9.3.3.1 Notwithstanding anything else set forth in this Agreement, AT&T SOUTHWEST REGION 5-STATE will not request assurance of payment of charges reasonably anticipated by AT&T SOUTHWEST REGION 5-STATE to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, AT&T SOUTHWEST REGION 5-STATE may request assurance of payment of charges reasonably anticipated by AT&T SOUTHWEST REGION 5-STATE to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC.
 - 9.3.3.2 Notwithstanding anything else set forth in this Agreement, AT&T SOUTHWEST REGION 5-STATE will not request assurance of payment of charges reasonably anticipated by AT&T SOUTHWEST REGION 5-STATE to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.
- 9.4 To the extent that AT&T-12STATE elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 9.5 A Cash Deposit will accrue interest, however, AT&T-12STATE will not pay interest on a Letter of Credit.

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- 9.6 AT&T-12STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 9.6.1 CLEC owes AT&T-12STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
 - 9.6.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
 - 9.6.3 The expiration or termination of this Agreement.
- 9.7 If AT&T-12STATE draws on the Letter of Credit or Cash Deposit, upon request by AT&T-12STATE, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 9.3.
- 9.8 Notwithstanding anything else set forth in this Agreement, if AT&T-12STATE makes a request for assurance of payment in accordance with the terms of this Section, then AT&T-12STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished AT&T-12STATE with the assurance of payment requested; provided, however, that AT&T-12STATE will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.
- 9.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-12STATE may also invoke the provisions set forth in Section 11.5 through Section 11.7.
- 9.9 A cash deposit held by AT&T-12STATE shall be returned to CLEC at the expiration of twelve months from the date the CLEC receives its first bill under this Agreement after paying the cash deposit, so long as CLEC made satisfactory payment of all charges billed under this Agreement during that twelve month period. For purposes of the preceding sentence, "satisfactory payment" shall mean that payment was made after the date the bill is due no more than one time during the twelve month period and that no payment was made by a check that was subsequently dishonored. If the CLEC does not meet these refund criteria, the deposit may be retained for an additional six months, at the end of which another review will be made to determine whether CLEC has made satisfactory payment (as defined in the preceding sentence) of all charges within the twelve months immediately preceding that review.
- 9.10 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-12STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 9.11 For adequate assurance of payment of amounts due (or to become due) to AT&T CONNECTICUT, see the applicable DPUC ordered tariff.

10. BILLING AND PAYMENT OF CHARGES

- 10.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.
- 10.1.1 Remittance in full of all bills rendered by AT&T-10STATE and AT&T CALIFORNIA is due within thirty (30) calendar days of each bill date (the "Bill Due Date"). Payment must be made in accordance with the terms set forth in Section 10.3 of this Agreement.

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- 10.1.2 Remittance in full of all bills rendered by AT&T NEVADA is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the "Bill Due Date."
- 10.1.3 Remittance in full of all bills rendered by AT&T CONNECTICUT is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the "Bill Due Date."
- 10.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the "Bill Due Date").
- 10.1.5 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-12STATE as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided below, as applicable.
- 10.1.5.1 If any charge incurred under this Agreement that is billed out of any AT&T-8STATE billing system other than the AT&T SOUTHWEST REGION 5-STATE Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable AT&T-8STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any AT&T-8STATE billing system other than AT&T SOUTHWEST REGION 5-STATE's CRIS will comply with the process set forth in the applicable AT&T-8STATE intrastate access services tariff for that state.
- 10.1.5.2 If any charge incurred under this Agreement that is billed out of AT&T SOUTHWEST REGION 5-STATE's CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to AT&T SOUTHWEST REGION 5-STATE CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T SOUTHWEST REGION 5-STATE intrastate retail tariff governing Late Payment Charges to AT&T SOUTHWEST REGION 5-STATE's retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of AT&T SOUTHWEST REGION 5-STATE's CRIS will be governed by the AT&T SOUTHWEST REGION 5-STATE intrastate retail tariff governing Late Payment Charges to AT&T SOUTHWEST REGION 5-STATE's retail End Users that are business End Users in that state.
- 10.1.5.3 If any charge incurred under this Agreement that is billed out of any AT&T MIDWEST REGION 5-STATE billing system is Past Due, the unpaid amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.
- 10.2 If any charge incurred by AT&T-13STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-13STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

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10.3 CLEC shall make all payments to AT&T-12STATE via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by AT&T-12STATE. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX transaction set. CLEC and AT&T-12STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by AT&T-12STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T-12STATE is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

10.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.

10.3.2 CLEC must make all payments to AT&T CONNECTICUT in "immediately available funds." All payments to AT&T CONNECTICUT must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by AT&T CONNECTICUT. If CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC must use the CCD+ or the CTX transaction set. CLEC and AT&T CONNECTICUT will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by AT&T CONNECTICUT no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T CONNECTICUT is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

10.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item listed in Section 12.4.1. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts [other than disputed charges arising from Appendix Intercarrier Compensation] into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.

10.5 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.1.5.

10.6 Requirements to Establish Escrow Accounts.

10.6.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:

10.6.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

10.6.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

10.6.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.

10.6.2 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

10.6.2.1 The escrow account must be an interest bearing account;

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- 10.6.2.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
- 10.6.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
- 10.6.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
- 10.6.2.5 disbursements from the escrow account will be limited to those:
 - 10.6.2.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
 - 10.6.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.7; or
 - 10.6.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 12.7.
- 10.6.3 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.1.5.
- 10.6.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 12.
- 10.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
 - 10.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
 - 10.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
 - 10.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
 - 10.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 10.1.5.
- 10.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 10.7.1.1 and Section 10.7.1.3 are completed within the times specified therein.
 - 10.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 10.7 shall be grounds for termination of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.
- 10.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

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- ## 11. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

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Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.

11.2.1 **AT&T INDIANA** will also provide any written notification to the Indiana Utility Regulatory Commission as required by rule 170 IAC 7-6.

11.2.2 **AT&T KANSAS** will also provide any written notification to the Kansas Corporation Commission as required by Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

11.2.3 **AT&T MISSOURI** will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.

11.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:

11.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 12.4.1 of this Agreement, together with the reasons for its dispute; and

11.3.2 pay all undisputed Unpaid Charges to the Billing Party; and

11.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Inter-carrier Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 10.6; and

11.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.6 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Inter-carrier Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Inter-carrier Compensation] has been deposited into an escrow account that complies with Section 10.6 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 12.

11.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 12.

11.5 **AT&T-12STATE**

11.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 11.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 10.6 within the time specified in Section 11.3, (c) timely furnish any assurance of payment requested in accordance with Section 9 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:

11.5.1.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or

11.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled

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Network Elements, Collocation, functions, facilities, products or services under this Agreement.

11.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 11.5.1, Section 11.5.1.1 and Section 11.5.1.2:

11.5.2.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

11.5.2.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.

11.6 AT&T MIDWEST REGION 5-STATE only

11.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 11.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

11.6.1.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

11.6.1.2 discontinue providing any Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

11.6.1.2.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by AT&T INDIANA will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.

11.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.

11.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

11.7 AT&T-7STATE only

11.7.1 Any demand provided by AT&T-7STATE to CLEC under Section 11.5.1 will further specify that upon disconnection of CLEC, AT&T-7STATE will cause CLEC's End Users that are provisioned through Resale Services to be transferred to AT&T-7STATE local service.

11.7.1.1 A copy of the demand provided to CLEC under Section 11.7.1 will be provided to the Commission.

11.7.2 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 11.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

11.7.2.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

11.7.2.2 disconnect any Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

11.7.2.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by AT&T KANSAS will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

11.7.3 On the same date that Resale Services to CLEC are disconnected, AT&T-7STATE will transfer CLEC's End Users provisioned through Resale Services to AT&T-7STATE's local service. To the extent available at retail from AT&T-7STATE, the Resale End Users transferred to AT&T-

7STATE's local service will receive the same services that were provided through CLEC immediately prior to the time of transfer; provided, however, AT&T-7STATE reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

11.7.3.1 Notwithstanding any inconsistent provisions in this Agreement, the transfer of Resale End Users to AT&T MISSOURI will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

11.7.3.2 AT&T-7STATE will inform the Commission of the names of all Resale End Users transferred through this process.

11.7.3.3 Conversion charges and service establishment charges for transferring Resale End Users to AT&T-7STATE as specified in Section 11.7.3 will be billed to CLEC.

11.7.3.4 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 11.7.2. AT&T-7STATE has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the transfer of any Resale End Users to AT&T-7STATE local service in connection with such disconnection.

11.7.4 Within five (5) calendar days following the transfer, AT&T-7STATE will notify each transferred Resale End User that because of CLEC's failure to pay AT&T-7STATE, the End User's local service is now being provided by AT&T-7STATE. This notice will also advise each transferred Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new Local Service Provider.

11.7.4.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Missouri Resale End Users will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

11.7.4.1.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Kansas Resale End Users will comply with Kansas Corporation Commission Order No. 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

11.7.5 The transferred Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 11.7.3.3.

11.7.6 If any Resale End User transferred to AT&T-7STATE's local service under Section 11.7.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer, AT&T-7STATE may terminate the transferred Resale End User's service.

11.7.6.1 AT&T-7STATE will notify the Commission of the names of all transferred Resale End Users whose local service was terminated pursuant to Section 11.7.5.

11.7.6.2 Nothing in this Agreement shall be interpreted to obligate AT&T-7STATE to continue to provide local service to any transferred Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights AT&T-7STATE has with regard to such transferred Resale End Users under Applicable Law; provided, however,

11.7.6.2.1 in AT&T CALIFORNIA only, following expiration of the selection period and disconnection of such transferred Resale End Users, where facilities permit, AT&T CALIFORNIA will furnish transferred and subsequently disconnected local residential End Users with "quick dial tone."

11.8 AT&T CONNECTICUT only

11.8.1 For nonpayment and procedures for disconnection for AT&T CONNECTICUT, see the applicable DPUC ordered tariff.

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11.9 Limitation on Back-billing and Credit Claims:

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

11.9.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

11.9.1.2 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, Unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Inter-carrier Compensation is specifically excluded from this Section and is addressed separately in the Inter-carrier Compensation Attachment.

12. DISPUTE RESOLUTION

12.1 Finality of Disputes

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

12.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

12.2 Alternative to Litigation

12.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

12.3 Commencing Dispute Resolution

12.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

12.3.1.1 Service Center (AT&T MIDWEST REGION 5-STATE), LSC (AT&T-7STATE) or LEC-C (AT&T CONNECTICUT) or Collocation Service Center (CSC);

12.3.1.2 Informal Dispute Resolution; and

12.3.1.3 Formal Dispute Resolution, each of which is described below.

12.4 LSC/Service Center/LEC-C or CSC Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to AT&T-13STATE for Disputed Amounts must be made on the "13 Billing Claims Dispute Form".

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12.4.1 If the written notice given pursuant to Section 12.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 12.4 shall be used and the dispute shall first be referred to the appropriate service center AT&T MIDWEST REGION 5-STATE Service Center; AT&T-7STATE Local Service Center (LSC); AT&T CONNECTICUT Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish AT&T-13STATE written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 12.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 10.6 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Lawful Unbundled Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 12.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC's irrevocable and full waiver of its right to dispute the subject charges.

12.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on AT&T-13STATE's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 12.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, AT&T-13STATE will notify CLEC of the status of the dispute and the expected resolution date.

12.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 12.4.1), AT&T-13STATE will notify CLEC of the status of the dispute and the expected resolution date.

12.4.4 Any notice of Disputed Amounts given by AT&T-13STATE to CLEC pursuant to Section 12.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that AT&T-13STATE disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided AT&T-13STATE furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify AT&T-13STATE of the status of the dispute and the expected resolution date.

12.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 12.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 12.5 of this Agreement.

12.5 Informal Resolution of Disputes

12.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 12.3 or Section 12.4.5, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from

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discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.6 Formal Dispute Resolution

12.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 12.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 12.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 12.3.

12.6.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 12.7 below:

12.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 12.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 12.3, the Parties will annualize the actual number of months billed.

12.6.3 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 12.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

12.6.4 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

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

12.6.4.2 Actions to compel compliance with the Dispute Resolution process.

12.6.4.3 All claims arising under federal or state statute(s), including antitrust claims.

12.7 Arbitration

12.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Dallas, Texas (AT&T SOUTHWEST REGION 5-STATE); Chicago, Illinois (AT&T MIDWEST REGION 5-STATE); San Francisco, California (AT&T CALIFORNIA); Reno, Nevada (AT&T NEVADA); or New Haven, Connecticut (AT&T CONNECTICUT), as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any

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event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

13. AUDITS – APPLICABLE IN AT&T-12STATE ONLY

13.1 Subject to the restrictions set forth in Section 22 "Confidentiality" and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

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

13.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

13.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End Users of Audited Party.

13.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

13.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the

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form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 10.1 (depending on the AT&T-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

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

13.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 13.1. Any additional audit shall be at the requesting Party's expense.

13.2 Audits - AT&T CONNECTICUT only

13.2.1 Except as provided in Appendix Compensation, AT&T CONNECTICUT shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by AT&T CONNECTICUT, CLEC and all other CLECs doing business with AT&T CONNECTICUT under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of AT&T CONNECTICUT's billing and invoicing.

13.2.2 AT&T CONNECTICUT will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate AT&T CONNECTICUT employees, books, records and other documents reasonably necessary to perform the audit.

13.2.3 AT&T CONNECTICUT shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to AT&T CONNECTICUT by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. AT&T CONNECTICUT will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from AT&T CONNECTICUT, however, AT&T CONNECTICUT shall be entitled to recover interest at the interest rate referenced in Section 10.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to AT&T CONNECTICUT.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

14.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, LAWFUL UNBUNDLED NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER

PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

15. LIMITATION OF LIABILITY

- 15.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount AT&T-13STATE or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, or functions, facilities, products and service(s) that were not performed or provided or were improperly performed or provided.
- 15.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 15.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section.
- 15.4 Neither CLEC nor AT&T-13STATE shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 16 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 15.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.
- 15.5 AT&T-13STATE shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation Equipment unless the damage is caused by AT&T-13STATE's gross negligence or willful misconduct. AT&T-13STATE does not guarantee or make any warranty with

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respect to Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services when used in an explosive atmosphere.

- 15.6 CLEC hereby releases AT&T-13STATE from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to AT&T-13STATE under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.
- 15.7 AT&T-13STATE shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.
- 15.8 This Section 15 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

16. INDEMNITY

- 16.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 16.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 16.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Lawful Unbundled Network Element, Collocation, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 16.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement involving:

16.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

16.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

16.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

16.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services; provided under this Agreement; and

16.4.1.2.2 no infringement would have occurred without such modification.

16.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

16.5 CLEC acknowledges that its right under this Agreement to Interconnect with AT&T-13STATE's network and to unbundle and/or combine AT&T-13STATE's Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

16.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI for Declaratory Ruling. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

16.5.1.1 AT&T-13STATE agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each Lawful UNE necessary for CLEC to use such Lawful UNE in the same manner as AT&T-13STATE.

16.5.1.2 AT&T-13STATE shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any Lawful UNE in a different manner than used by AT&T-13STATE.

16.5.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, AT&T-13STATE shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to

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AT&T-13STATE under the vendor contract and the terms of the contract (excluding cost terms). AT&T-13STATE shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

16.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 18.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the Lawful UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that Lawful UNE including AT&T-13STATE.

16.5.2 AT&T-13STATE hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) in AT&T-13STATE's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with Lawful UNEs are vendor licenses and warranties and are a part of the Intellectual Property rights AT&T-13STATE agrees in Section 16.5.1.1 to use its best efforts to obtain.

16.5.3 AT&T-13STATE does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with AT&T-13STATE's network and unbundling and/or combining AT&T-13STATE's Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with Lawful UNEs shall be vendor's indemnities and are a part of the Intellectual Property rights AT&T-13STATE agrees in Section 16.5.1.1 to use its best efforts to obtain.

16.6 CLEC shall reimburse AT&T-13STATE for damages to AT&T-13STATE's facilities utilized to provide Collocation, Interconnection or Lawful UNEs hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of AT&T-13STATE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than AT&T-13STATE. Upon reimbursement for damages, AT&T-13STATE will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by AT&T-13STATE for the damages to the extent of such payment.

16.7 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Appendix DSL and/or the applicable commission-ordered tariff, as appropriate) to be deployed or used in connection with or on AT&T-13STATE facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("Indemnitee's") facilities.

16.8 Indemnification Procedures

16.8.1 Whenever a claim shall arise for indemnification under this Section 16, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

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- 16.8.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 16.8.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 16.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 16.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 16.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 16.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 16.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 16.8.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 22.

17. PERFORMANCE MEASURES

- 17.1 Attachment Performance Measures provides monetary payments for failure to meet specified performance standards. The provisions of that Attachment constitute the sole obligation of AT&T-13STATE to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

18. INTELLECTUAL PROPERTY

- 18.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

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19. NOTICES

19.1 Subject to Section 19.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be

19.1.1 delivered personally;

19.1.2 delivered by express overnight delivery service;

19.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or

19.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in sections 19.1.1, 19.1.2, or 19.1.3.

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

19.1.5.1 the date of actual receipt,

19.1.5.2 the next Business Day when sent via express overnight delivery service,

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

19.1.5.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

19.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	«NoticesName» «NoticesTitle»	Contract Management ATTN: Notices Manager
STREET ADDRESS	«NoticesAddress1» «NoticesAddress2»	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	«NoticesCity» «NoticesState» «NoticesZip»	Dallas, TX 75202-5398
FACSIMILE NUMBER	«NoticesFax»	(214) 464-2006

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

19.2 **AT&T-13STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.

19.3 In the **AT&T-13STATE**'s Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.

19.4 In **AT&T-13STATE** CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

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19.5 AT&T SOUTHWEST REGION 5-STATE only:

19.5.1 **AT&T SOUTHWEST REGION 5-STATE** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Lawful Unbundled Network Elements under this Agreement; CLEC shall provide **AT&T SOUTHWEST REGION 5-STATE** with a toll free facsimile number for notices from **AT&T SOUTHWEST REGION 5-STATE** relating to requests for Resale Services and Lawful Unbundled Network Elements under this Agreement.

20. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

20.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

20.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

21. NO LICENSE

21.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

22. CONFIDENTIALITY

22.1 Each Party anticipates and recognizes that it will come into possession of technical or business information or data about the other Party and/or its customers (including without limitation its end user customers) as a result of this Agreement which will be considered confidential by such other Party. The Parties agree (1) to treat all such information and data as strictly confidential; and (2) to use such information only for purposes of performance under this Agreement. Each Party agrees not to disclose confidential information and/or data of or pertaining to the other Party or its customers (including without limitation its end user customers) to any third party without first securing the written consent of such Party. The foregoing shall not apply to information which is in the public domain. Nothing in this Agreement prevents either Party from disclosing operations results or other data that might reflect the results of this Agreement as a part of that Party's aggregate operating data as long as the disclosed data is at a level of aggregation sufficient to avoid disclosing with specificity information obtained in the operation of this Agreement.

22.2 If a court or governmental agency orders or a third-party requests a Party to disclose or to provide any data or information covered by this section, that Party will immediately inform the other Party of the order or request before such data or information is provided and will inform the other Party both by telephone and certified mail. Notification and consent requirements described above are not applicable in cases where a court order requires the production of billing and/or usage records of or pertaining to an individual customer (including without limitation an end user customer).

22.3 This section will not preclude the disclosure by a Party of information or data subject to this Section to consultants, agents, or attorneys representing that Party, or the Office of the Public Counsel for a State, or appropriate State Commissions or staffs, or FCC Staff, provided that such representatives are informed of the confidential nature of the information and/or data prior to disclosure and are bound by

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confidentiality requirements that are at least as restrictive as applicable to the Parties to this Agreement.

- 22.4 The provisions of this section shall survive the expiration and/or termination of this Agreement, unless agreed to in writing by the Parties.

23. INTERVENING LAW

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

24. GOVERNING LAW

- 24.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; St. Louis, Missouri; Reno, Nevada; Columbus, Ohio; Oklahoma City, Oklahoma, Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue.

25. REGULATORY APPROVAL

- 25.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

26. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

- 26.1 Applies to AT&T-12STATE only

- 26.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state

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regulation. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

26.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.

26.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), AT&T-12STATE is free to reclaim the Lawful UNE facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

26.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission.

26.2 Applies to AT&T CONNECTICUT only

26.2.1 The Parties agree that CLEC will not submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in its applicable rules and regulations. AT&T CONNECTICUT's wholesale tariff, further documents requirements for Local Exchange Carrier changes and required End User authorizations.

26.2.2 The Parties agree to the re-use of existing network facilities when an End User changes its provider of local exchange service and the network facilities are provided by the same network provider.

27. COMPLIANCE AND CERTIFICATION

27.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

27.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

27.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

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28. LAW ENFORCEMENT

28.1 AT&T-12STATE and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

28.1.1 Intercept Devices:

28.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

28.1.2 Subpoenas:

28.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

28.1.3 Emergencies:

28.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

28.2 AT&T CONNECTICUT and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

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

29. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

29.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

29.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any

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obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

31. SUBCONTRACTING

31.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

31.2 Each Party will be solely responsible for payments due that Party's subcontractors.

31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

31.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

31.5 Any subcontractor that gains access to Customer Proprietary Network Information ("CPNI") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

32. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

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

32.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-13STATE shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-13STATE or any person acting on behalf of AT&T-13STATE, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T-13STATE or any person acting on behalf of AT&T-13STATE, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-13STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-13STATE or any person acting on behalf of AT&T-13STATE.

32.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at AT&T-13STATE's request, indemnify, defend, and hold harmless

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AT&T-13STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.

- 32.4 For the purposes of this agreement, "Hazardous Substances" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.
- 32.5 For the purposes of this agreement, "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 32.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into (i) the work location, or (ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

33. FORCE MAJEURE

- 33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

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34. TAXES

- 34.1 Each Party purchasing Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 34.2 CLEC acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CLEC agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time.
- 34.3 With respect to any purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 34.4 With respect to any purchase hereunder of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 34.5 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 34.6 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken

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by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

- 34.7 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 34.8 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 34.9 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 34.10 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 19 hereof.

35. NON-WAIVER

- 35.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

36. NETWORK MAINTENANCE AND MANAGEMENT

- 36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 36.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.

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- 36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 36.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 36.6 Neither Party shall use any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of AT&T-13STATE, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

- 37.1 AT&T-13STATE will provide SS7 signaling pursuant to applicable access tariff.

38. CUSTOMER INQUIRIES

- 38.1 Except as otherwise required by Section 26.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 38.2 Except as otherwise required by Section 26.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:
- 38.2.1 Provide the number described in Section 42 to callers who inquire about the other Party's services or products; and
- 38.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 38.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.
- 38.4 CLEC acknowledges that AT&T-13STATE may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

39. EXPENSES

- 39.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.
- 39.2 AT&T-12STATE and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery

expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement. Prior to the filing of this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing this Agreement. Prior to the filing of each and every Amendment filed in connection with this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing of each amendment filed in connection with this Agreement. Upon receipt of CLEC's check, the Agreement will be processed for filing with the Commission.

40. CONFLICT OF INTEREST

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

41. SURVIVAL

41.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 7.5; Section 7.6; Section 9.3; Section 10.1; Section 10.4; Section 10.5; Section 10.6; Section 10.7; Section 10.8; Section 12; Section 13; Section 15; Section 16; Section 17; Section 18.1; Section 20; Section 21; Section 22; Section 24; Section 27.4; Section 28.1.3; Section 34; Section 35 and Section 43.

42. SCOPE OF AGREEMENT

42.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

42.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

43. AMENDMENTS AND MODIFICATIONS

43.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions; and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment. AT&T-12STATE and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.

43.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

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44. APPENDICES INCORPORATED BY REFERENCE

44.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

44.1.1 AT&T-13STATE shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.

44.2 COLLOCATION -- SECTION 251(c)(6)

44.2.1 Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.

44.3 DIALING PARITY -- SECTION 251(b)(3)

44.3.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

44.3.2 AT&T-12STATE shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

44.4 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)(A),(B),(C); 47 CFR § 51.305(a)(1)

44.4.1 AT&T-13STATE shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

44.5 NUMBER PORTABILITY -- SECTIONS 251(b)(2)

44.5.1 The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is/are attached hereto and incorporated herein by reference.

44.6 OTHER SERVICES

44.6.1 911 and E911 Services

44.6.1.1 AT&T-13STATE will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix 911, which is/are attached hereto and incorporated herein by reference.

44.6.1.2 The Parties agree that for "data only" providers the following rules concerning 911 requirements apply:

44.6.1.2.1 The Parties agree that CLEC will have to establish 911 trunking or interconnection to AT&T MIDWEST REGION 5-STATE's 911 Selective Routers, and therefore AT&T-13STATE shall not provide 911 services for those information service applications in which CLEC does not offer its end users the ability to place outgoing voice calls provided that; and

44.6.1.2.2 CLEC understands and agrees that, should it decide to provide voice service, it is required to meet all applicable Commission 911 service requirements; and

44.6.1.2.3 CLEC agrees to begin implementing access to 911 sufficiently in advance of the planned implementation of voice service to meet its 911 requirements. CLEC understands that the steps it must take to fulfill its 911 obligation include, but are not limited to, obtaining NXX(s) from NECA for the exchange area(s) CLEC plans to serve, submission of the appropriate form(s) to AT&T-13STATE, and, following AT&T-13STATE's processing of

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such form(s), obtaining approval from the appropriate PSAP(s) for the CLEC's 911 service architecture. CLEC further understands that PSAP approval may include testing 911 trunks with appropriate PSAP(s). CLEC understands that, based on AT&T-13STATE's prior experience with CLEC implementation of 911, these steps require a minimum of sixty (60) days.

44.6.1.2.4 CLEC agrees to indemnify and hold AT&T-13STATE harmless from the consequences of CLEC's decision to not interconnect with AT&T-13STATE's 911 Selective Routers. The provisions of General Terms and Conditions Section 16 shall apply to such indemnification.

44.6.2 Directory Assistance (DA)

44.6.2.1 AT&T-13STATE will provide nondiscriminatory access to Directory Assistance services under the terms and conditions identified in the applicable Appendix DA, which is/are attached hereto and incorporated herein by reference.

44.6.3 Hosting

44.6.3.1 At CLEC's request, AT&T-10STATE shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from CLEC for distribution to the appropriate billing and/or processing location or for delivery to CLEC of such data via AT&T-10STATE's internal network or the nationwide CMDS network pursuant to the applicable Appendix HOST, which is/are attached hereto and incorporated herein by reference.

44.6.4 Operator Services (OS)

44.6.4.1 AT&T-13STATE shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS, which is/are attached hereto and incorporated herein by reference.

44.6.5 Publishing and Directory

43.6.5.1 AT&T-13STATE will make nondiscriminatory access to Publishing and Directory service available under the terms and conditions of the applicable Appendix White Pages, which is/are attached hereto and incorporated herein by reference.

44.6.6 Resale--Sections 251(b)(1)

43.6.6.1 AT&T-13STATE shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which is/are attached hereto and incorporated herein by reference.

44.6.7 Transmission and Routing of Switched Access Traffic Pursuant to 251(c)(2)

44.6.7.1 AT&T-13STATE shall provide to CLEC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

44.6.8 Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2)(D); 252(d)(1) and (2); 47 CFR § 51.305(a)(5).

44.6.8.1 The applicable Appendix Compensation, which is/are attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

44.6.9 Lawful Unbundled Network Elements -- Sections 251(c)(3)

44.6.9.1 Pursuant to the applicable Appendix Lawful UNEs, which is/are attached hereto and incorporated herein by reference, AT&T-13STATE will provide CLEC access to Lawful

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UNEs for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. CLEC agrees to provide access to its Network Elements to AT&T-13STATE under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

45. AUTHORITY

- 45.1 Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that AT&T Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for that AT&T-owned ILEC. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.
- 45.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of ~~State of Inc.~~ and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.
- 45.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

46. COUNTERPARTS

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

47. ENTIRE AGREEMENT

47.1 AT&T-12STATE

- 47.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

47.2 AT&T CONNECTICUT

- 47.2.1 The rates, terms and conditions contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties pre-dating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

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APPENDIX COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

- 1.1 **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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.4 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.5 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.7 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 **"Conversion of Service"** is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.9 **"Designated Installation"** is defined as an installation of service occurring at a specific time of day as specified by CLEC.

2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours.
- 2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the **AT&T-13STATE**.
- 2.3 **AT&T-13STATE** may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.

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- 2.4 The AT&T-13STATE reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the AT&T-13STATE's ability to provide its baseline service. Where time permits, the AT&T-13STATE will make every effort to notify CLEC when such unanticipated activities occur.

3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CLEC orders CHC service, AT&T-13STATE shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
- 3.2.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)¹
- 3.2.2 AT&T NEVADA - PUCN, Section C13A, 13.2.6(c)
- 3.2.3 AT&T CALIFORNIA - Access Tariff 175-T, Section 13.2.6(c)
- 3.2.4 AT&T SOUTHWEST REGION 5-STATE - Appendix Pricing, Schedule of Prices, "Time and Materials Charges"
- 3.2.5 AT&T CONNECTICUT - Connecticut Access Service Tariff, Section 18.1(3)
- 3.3 In the event the AT&T-13STATE fails to meet a CHC Service commitment for reasons within the control of AT&T-13STATE, AT&T will not charge CLEC a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, AT&T-13STATE's inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and AT&T-13STATE is no longer obligated to ensure a CHC is on that order.

¹ AT&T-13STATE will not charge the additional labor rate in a particular state in the AT&T MIDWEST 5-STATE region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superseded by that state's commission order approving new non-recurring Lawful UNE rates.

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T-13STATE will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

1.1.1 This Appendix provides for the placing of Collocator telecommunications equipment and facilities on AT&T-13STATE property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via AT&T-13STATE approved vendor (hereinafter referred to as Dedicated Space) within AT&T-13STATE Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from AT&T-13STATE and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3 following. AT&T-13STATE will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-13STATE will permit collocation in Adjacent Structures located on AT&T-13STATE's property in accordance with this Appendix.

1.3 Purpose

1.3.1 Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-13STATE's Lawful Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T-13STATE will process any order for any 251(c)(6) Physical Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and AT&T-13STATE will not impose any charge(s) to perform such Billing Conversion(s).

1.4.1 Prospective Effect

1.4.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such collocation arrangement. An option of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in

accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

- 1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, AT&T-13STATE's standards and requirements for equipment and facility installations, CLEC Online website, or AT&T-13STATE's TP76300MP.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T-13STATE property (Adjacent On-site) or non-AT&T-13STATE property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.5 **Augment** - A request from a Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Cross Connect** - A service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.7 **Direct Connection** - Sometimes inappropriately called a cross-connect, this is a cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).
- 2.8 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).
- 2.9 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.
- 2.10 **Delivery Date** - The date on which AT&T-13STATE provides the requested collocation space constructed in accordance with the requesting Carrier's application, and turns the functional space over to the requesting carrier. The space is functional when AT&T-13STATE has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.
- 2.11 **Dedicated Space** - Denotes the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-13STATE Eligible Structure.

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- 2.12 **Effective Billing Date** - The date AT&T-13STATE completed its work as required by the Collocator's accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.13 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE's facilities on public rights-of-way.
- 2.14 **Extraordinary Charges** - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses AT&T-13STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-13STATE as defined in Section 17.
- 2.15 **Inactive Space** - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.
- 2.16 **Individual Case Basis (ICB)** - AT&T-13STATE may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.
- 2.17 **Infrastructure Systems** - Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.18 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for AT&T-13STATE and for Collocator in AT&T-13STATE eligible structures in all collocation footprint areas and/or AT&T-13STATE common areas in the technologies and geographical locations for which they are approved by AT&T-13STATE.
- 2.18.1 **AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for AT&T-13STATE and for Collocators in AT&T-13STATE central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-13STATE per the letter codes listed in a table on the Tier 1 list on <https://clec.att.com/clec>.
- 2.18.2 **AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers)** - These suppliers have been approved to perform collocation installation work for Collocators in all 13 states of the AT&T-13STATE central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.
- 2.19 **Interconnector's Guide for Collocation (Collocation Handbook)** - or like document is a publication provided to Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T-13STATE's, which is located on the AT&T-13STATE CLEC ONLINE Web-Site (<https://clec.att.com/clec>), as amended from time to time.
- 2.20 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.
- 2.21 **Main Distribution Frame** - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.
- 2.22 **Non-Standard Collocation Request (NSCR)** - AT&T-13STATE may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

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- 2.23 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.24 **Remote Terminals** - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Collocator's equipment.
- 2.25 **Technical Publications** - documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via <https://clec.att.com/clec>.
- 2.26 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.27 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of **AT&T-13STATE**'s network.
- 2.28 **Unused Space** - Any space (i) existing in **AT&T-13STATE**'s Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by **AT&T-13STATE**'s or any third party, (iii) that is not occupied by **AT&T-13STATE**'s, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by **AT&T-13STATE**'s or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (**AT&T-13STATE**'s or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void **AT&T-13STATE**'s warranty on proximate.

3. GENERAL

3.1 Certification

- 3.1.1 The Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. **AT&T-13STATE** shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

- 3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. **AT&T-13STATE** allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

- 3.3.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all **AT&T-13STATE** requirements. The Installation Supplier shall coordinate with the **AT&T-13STATE** representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via <https://clec.att.com/clec>.

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3.4 Safety

3.4.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-13STATE or other telecommunications carriers. The Collocator shall immediately report to the AT&T-13STATE representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-13STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-13STATE premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. AT&T-13STATE will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for AT&T-13STATE vehicles and which are designated as reserved. AT&T-13STATE shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and AT&T-13STATE are required to follow all posted traffic and AT&T-13STATE signs and follow all applicable parking and traffic laws and ordinances.

3.7 Collocator's Equipment and Facilities

3.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;

3.7.1.2 its equipment;

3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

3.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and

3.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

3.7.2 AT&T-13STATE neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

3.8 Americans with Disability Act (ADA)

3.8.1 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.

3.8.2 If AT&T-13STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, AT&T-13STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

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- 3.8.3 Should AT&T-13STATE benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.
- 3.8.4 Should AT&T-13STATE be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), AT&T-13STATE shall absorb all of the costs related to such an upgrade.
- 3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective sections of this Appendix.

4. LIMITATION OF LIABILITY

- 4.1 Limitation of Liability - Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
- 4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either AT&T-13STATE or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
- 4.1.2 Both AT&T-13STATE and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
- 4.2 Third Parties
- 4.2.1 AT&T-13STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
- 4.2.2 In addition to any other applicable limitation, neither AT&T-13STATE nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T-13STATE or the Collocator or its agents or employees.
- 4.3 Force Majeure Events shall be governed by the General Terms and Conditions of this Agreement.
- 4.4 Insurance - Except as otherwise provided herein, Insurance will be governed by the General Terms and Conditions of this Agreement.
- 4.4.1 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-13STATE as well. If a certificate is not received, AT&T-13STATE will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes AT&T-13STATE, and AT&T-13STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-13STATE will invoice Collocator for the costs incurred to so acquire insurance.
- 4.4.2 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

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4.5 Self-Insured

- 4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

5. INDEMNIFICATION OF AT&T-13STATE

- 5.1 Except as otherwise provided herein, Indemnification is governed by the General Terms and Conditions of this Agreement.

5.2 Casualty Loss

5.2.1 Damage to Dedicated Space

- 5.2.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenable in whole or in part, AT&T-13STATE shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T-13STATE has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T-13STATE opts not to rebuild, then AT&T-13STATE shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, AT&T-13STATE must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

- 5.2.1.2 Any obligation on the part of AT&T-13STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-13STATE.

5.2.2 Damage to Eligible Structure

- 5.2.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T-13STATE's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T-13STATE, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

6. SECURITY

- 6.1 AT&T-13STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-13STATE may impose security arrangements as stringent as the security arrangements AT&T-13STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-13STATE may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's

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equipment. AT&T-13STATE will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

6.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

6.1.1.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required.

6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T-13STATE's Technical Publications via <https://clec.att.com/clec>.

6.1.1.3 Collocator and AT&T-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-13STATE property:

6.1.1.3.1 Theft or destruction of AT&T-13STATE's or Collocator's property;

6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-13STATE property;

6.1.1.3.3 Threats or violent acts against other persons on AT&T-13STATE property;

6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T-13STATE property;

6.1.1.3.5 Permitting unauthorized persons access to AT&T-13STATE or Collocator's equipment on AT&T-13STATE property; and

6.1.1.3.6 Carrying a weapon on AT&T-13STATE property.

In addition, Collocator and AT&T-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-13STATE or the Collocator of AT&T-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-13STATE's Interconnector's Collocation Services Handbook <https://clec.att.com/clec> for Physical Collocation in AT&T-13STATE, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

6.1.1.4 Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T-13STATE as well.

6.1.1.5 AT&T-13STATE may use reasonable security measures to protect its equipment. In the event AT&T-13STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-13STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate

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AT&T-13STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

- 6.1.1.5.1 AT&T-13STATE's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T-13STATE's equipment. AT&T-13STATE's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T-13STATE's space. To the extent that AT&T-13STATE is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-13STATE's expense.
- 6.1.1.5.2 AT&T-13STATE's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.
- 6.1.1.5.3 AT&T-13STATE's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-13STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.
- 6.1.1.5.4 If AT&T-13STATE chooses to enclose its own equipment, AT&T-13STATE will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.
- 6.1.1.5.5 AT&T-13STATE has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T-13STATE cannot prove that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment, AT&T-13STATE cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.
- 6.1.1.5.6 If AT&T-13STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment at the time the price quote is given.
- 6.1.1.6 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T-13STATE will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T-13STATE will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to Collocator's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

- 7.1.1 AT&T-13STATE is responsible for providing the Collocator personnel a contact number for AT&T-13STATE technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T-13STATE will not delay a Collocator's entry into an Eligible Structure.

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- 7.1.2 The Collocator is responsible for providing to AT&T-13STATE personnel a contact number for Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T-13STATE. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.
- 7.2 Right-to-Use; Multiple Dedicated Spaces
- 7.2.1 In accordance with this Appendix, AT&T-13STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.
- 7.3 Trouble Status Reports
- 7.3.1 AT&T-13STATE and the Collocator are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade AT&T-13STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T-13STATE and the Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T-13STATE or the Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by AT&T-13STATE or the Collocator.
- 7.4 Service Coordination
- 7.4.1 AT&T-13STATE is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.
- 7.5 Active/Inactive Space Determination
- 7.5.1 In its notification regarding whether its request for collocation has been granted or denied AT&T-13STATE shall inform the Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.
- 7.5.2 In the event that the Collocator disputes the AT&T-13STATE placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T-13STATE will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the AT&T-13STATE-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.
- 7.5.3 The AT&T-13STATE representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise AT&T-13STATE orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the AT&T-13STATE findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T-13STATE to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

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7.6 Types of Available Physical Collocation Arrangements

7.6.1 AT&T-13STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.

7.6.1.2 AT&T-13STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty (50) square feet of caged space) and will ensure that the first Collocator in a AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security.

7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by AT&T-13STATE in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Collocator elects to install or requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.

7.6.1.3 Caged Shared Collocation - AT&T-13STATE will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers". Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.

7.6.1.4 Cageless Collocation - AT&T-13STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, AT&T-13STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-13STATE's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort AT&T-13STATE. AT&T-13STATE will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). AT&T-13STATE may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE Approved Tier 1 Vendor.

7.6.1.5 Adjacent On-Site Space Collocation - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2

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of this Appendix, AT&T-13STATE will permit Collocator to physically collocate on AT&T-13STATE's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T-13STATE uses to house telecommunication equipment, to the extent technically feasible. AT&T-13STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-13STATE premises where the Adjacent Structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. AT&T-13STATE will offer the following increments of power to the Adjacent Structure: AT&T-13STATE will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. AT&T-13STATE will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. AT&T-13STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. AT&T-13STATE shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either AT&T-13STATE or the Collocator. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Tier 1 Vendor.

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

7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and AT&T-13STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.

7.6.1.6 Adjacent Off-Site Arrangement - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T-13STATE Central Office or Eligible Structure.

7.6.1.6.2 Such arrangement shall be used for interconnection and access to UNEs.

7.6.1.6.3 When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

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8. ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

- 8.1.1 So that it may make informed decisions regarding in which **AT&T-13STATE** eligible structures it wishes to collocate, a Telecommunications Carrier may request a Space Availability report prior to its application for Collocation Space within **AT&T-13STATE**'s eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.
- 8.1.2 **AT&T-13STATE** will submit to a requesting Telecommunications Carrier a report indicating **AT&T-13STATE**'s available collocation space in a particular **AT&T-13STATE** Eligible Structure upon request **AT&T-13STATE**. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that **AT&T-13STATE** is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

- 8.1.3 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.
- 8.1.4 Space Unavailability Determination and Resolution
- 8.1.4.1 **AT&T-13STATE** shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T needs more time to continue analyzing certain aspects of the request, **AT&T-13STATE**'s 10 calendar day notice shall be limited to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.
- 8.1.4.2 In responding to an application request if space is not available, **AT&T-13STATE** will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of **AT&T-13STATE**'s receipt of a completed application.
- 8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Collocator.
- 8.1.4.4 **AT&T-13STATE** will file a notice that the Collocator's request was denied with the state Commission as appropriate. In the event of a denial, **AT&T-13STATE** will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook <https://clec.att.com/clec>, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.
- 8.1.4.5 In the event **AT&T-13STATE** denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to **AT&T-13STATE**'s designated

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representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-13STATE representative and the designated agent for the Collocator, who will participate in the tour.

8.1.4.7 AT&T-13STATE will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. AT&T-13STATE's representative will accompany and supervise the Collocator agent on the inspection tour.

8.1.4.8 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise AT&T-13STATE. The Collocator and AT&T-13STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T-13STATE reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-13STATE to justify the basis for any denial of collocation requests.

8.1.4.9 Legitimately Exhausted. Before AT&T-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two (2) years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.

8.1.5 Application Quotation Interval for Physical Collocation

8.1.5.1 AT&T-13STATE will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in AT&T-13STATE's Interconnector's Collocation Services Handbook (<https://clec.att.com/clec>) for Physical Collocation in AT&T-13STATE and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Collocator and appropriate fees paid to AT&T-13STATE.

8.1.5.1.1A Collocator wishing AT&T-13STATE to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-13STATE to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, AT&T-13STATE would not require an additional application, nor

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would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes AT&T-13STATE to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T-13STATE is unable to provide the Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will advise the Collocator in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). AT&T-13STATE will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T-13STATE shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T-13STATE will not select for Collocator the type of Physical Collocation to be ordered.

8.1.5.2.1 The Collocator has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a "first come-first served" basis.

8.1.5.3 Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

8.1.5.4 Should the Collocator submit twenty-one (21) or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

8.1.6 Revisions

8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form.

8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which AT&T-13STATE normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

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8.1.6.3 Minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.1.2 Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T-13STATE will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.

8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.2 Cageless Physical Collocation Installation Intervals

8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by the Collocator.

8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), AT&T-13STATE will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).

8.2.2.2.1A shorter interval may apply where Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Collocator's collocation area.

8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

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8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.

8.2.3.2 AT&T-13STATE will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T-13STATE will be installing all or some of the bays, and the Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than fifty (50) amps per feed, AT&T-13STATE will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when AT&T-13STATE installs interconnection and power cabling. AT&T-13STATE will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to AT&T-13STATE's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) AT&T-13STATE will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one Collocator and another Collocator provided the Collocator is interconnected with AT&T-13STATE's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

8.2.5 Other Augments

8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T-13STATE bays, AT&T-13STATE cable racks and/or cage expansions within Active Collocation Space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T-13STATE will work cooperatively with Collocator to negotiate a

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mutually agreeable construction interval for other augments not specifically provided for above.

8.2.5.1.2 The second fifty percent (50%) payment must be received by AT&T-13STATE no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by AT&T-13STATE.

8.2.5.1.3 During AT&T-13STATE delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by AT&T-13STATE, Collocator and/or their AT&T-13STATE Approved Tier 1 Vendor (s) may request AT&T-13STATE to do work in parallel with AT&T-13STATE throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

8.3 Cancellation Prior to Due Date

8.3.1 In the event that the Collocator cancels its collocation application after AT&T-13STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-13STATE has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T-13STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-13STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

8.4 Occupancy

8.4.1 Unless there are unusual circumstances, AT&T-13STATE will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days of AT&T-13STATE completion of preparation of the Dedicated Space.

8.4.1.1 Upon Collocator's receipt of such notice, AT&T-13STATE and the requesting Collocator shall, upon Collocator's request, conduct an acceptance walk-through of such space. The Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Collocator as exceptions, which shall be mutually agreed to as exceptions by AT&T-13STATE. These exceptions shall be corrected by AT&T-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at AT&T-13STATE's expense.

8.4.1.2 Upon completion of such corrections, AT&T-13STATE will again notify the Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to

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be the date upon which Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space.

8.4.2 Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T-13STATE's network or obtain access to AT&T-13STATE UNEs within one hundred eighty (180) days after receipt of such notice, that AT&T-13STATE has completed its work as required by the complete and accurate Collocation application.

8.4.2.1 In the event that AT&T-13STATE has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T-13STATE allows the Collocator to interconnect. AT&T-13STATE, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

8.4.2.2 Orders for additional space will not be accepted until the Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Collocator establishes to AT&T's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding unused space for future use on the same basis that AT&T holds unused space for future use. Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used".

8.4.2.2.1 For purposes of this Appendix, "efficiently used" space means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-13STATE.

8.4.2.2.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-13STATE's network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of AT&T-13STATE.

8.4.3 If the Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10th) business day after AT&T-13STATE provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T-13STATE or obtain access to AT&T-13STATE UNEs by that tenth (10th) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

8.4.4 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T-13STATE's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with AT&T-13STATE's network or to obtain access to AT&T-13STATE's UNEs, for the purpose of providing this service.

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8.4.5 If the Collocator causes AT&T-13STATE to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay AT&T-13STATE the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

8.5.1 When AT&T-13STATE determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. AT&T-13STATE will notify the resident Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T-13STATE will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-13STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in AT&T-13STATE's reasonable discretion. In addition, a Collocator's presence in AT&T-13STATE Central Offices or adjacent space collocation structures should not prevent AT&T-13STATE from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

8.5.2 If AT&T-13STATE determines that a Collocator must relocate due to any of the above reasons, AT&T-13STATE will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by AT&T-13STATE and the Collocator, unless the Parties agree to a different financial arrangement.

8.5.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T-13STATE shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 AT&T-13STATE shall maintain a publicly available document for viewing on the Internet at <https://clec.att.com/clec> indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-13STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

8.5.3.2 AT&T-13STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission. AT&T-13STATE shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

In the case of the expiration or termination of this Appendix prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Appendix AT&T-13STATE shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-13STATE is entitled to recover under the provisions of this Appendix for establishing such Collocation arrangement prior to such expiration or termination.

8.6.2 If Collocator cancels or abandons its collocation space in any of AT&T-13STATE's central offices before AT&T-13STATE has recovered the full cost associated with providing that space to the Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Collocator abandons that space.

8.7 Dispute Resolution – Except as otherwise provided herein, Dispute Resolution will be governed by the General Terms and Conditions of this Agreement.

8.8 Non-billing Dispute

8.8.1 In the event of a bona fide dispute between a Collocator and AT&T-13STATE, Collocator shall include in written notice the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Collocator's irrevocable and full waiver of its right to file a dispute.

8.9 Billing – Except as otherwise provided herein, Billing will be governed by the General Terms and Conditions of this Appendix.

8.10 Allowances for Interruptions

8.10.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T-13STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of AT&T-13STATE.

8.10.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

8.10.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

8.10.4 A credit allowance will not apply to any interruption of the items maintained and repaired by the Collocator or the Collocator's third Party vendor.

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

9.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). AT&T-13STATE will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to AT&T-13STATE that use of such cable will not impair AT&T-13STATE's ability to service its own customers or subsequent Collocators.

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9.1.2 AT&T-13STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for AT&T-13STATE cable. AT&T-13STATE will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-13STATE also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T-13STATE shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T-13STATE performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and AT&T-13STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-13STATE and the Collocator(s).

9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify AT&T-13STATE no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

9.2 Demarcation Point

9.2.1 The demarcation point is the end of the AT&T-13STATE provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to the Collocator).

10. USE OF DEDICATED SPACE

10.1 Nature of Use - Collocatable Equipment

10.1.1 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(C) (2) or accessing AT&T-13STATE's UNEs under 47.U.S.C. § 251(C) (3) of the Act. Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to AT&T-13STATE's UNEs "for the provision of a telecommunications service".

10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining interconnection with AT&T-13STATE at a level equal in quality to that which AT&T-13STATE obtains within its own network or AT&T-13STATE provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

10.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the Collocator seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the Collocator seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-13STATE's property.

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- 10.1.4 AT&T-13STATE voluntarily allows Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if AT&T-13STATE and Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 10.1.5 AT&T-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 10.1.6 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). AT&T-13STATE will provide the necessary backup power to ensure against power outages.
- 10.1.7 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T-13STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.

10.2 Equipment List

- 10.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T-13STATE, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

- 10.2.2.1 The Collocator shall furnish AT&T-13STATE a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-13STATE and written approval or denial of the equipment will be forwarded to the Collocator.

10.2.3 Limitations

- 10.2.3.1 AT&T-13STATE's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator, is limited to the extent that AT&T-13STATE would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or for any other Party to which it provides interconnection. AT&T-13STATE will ensure that the Collocator is provided collocation space at least equal in quality to that provided to AT&T-13STATE, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

- 10.3.1 The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide AT&T-13STATE with notice at the time of dispatch of its own employee or

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contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

- 10.3.2 AT&T-13STATE will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-13STATE will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with AT&T-13STATE's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Appendix).
- 10.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-13STATE, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.
- 10.3.4 AT&T-13STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between AT&T-13STATE and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or AT&T-13STATE's personnel.
- 10.4 Threat to Personnel, Network or Facilities
- 10.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.
- 10.5 Interference or Impairment
- 10.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.
- 10.6 Personal Property and Its Removal
- 10.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-13STATE standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 10.7 following.
- 10.7 Alterations
- 10.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T-13STATE. AT&T-13STATE shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that AT&T-13STATE has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T-13STATE provided construction shall be paid by the Collocator in accordance with AT&T-13STATE's custom work order process.

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11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The AT&T-13STATE will make Shared Collocation cages available to all Collocators. In making shared caged arrangements available AT&T-13STATE will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, the Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T-13STATE, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T-13STATE.

11.2 A Collocator may request that AT&T-13STATE provide Shared Caged Collocation via:

- (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("New Shared Collocation"), or
- (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation ("Subleased Shared Collocation").

11.2.1 Should two (2) or more Collocators have interconnection agreements with AT&T-13STATE use a shared collocation cage, AT&T-13STATE will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.

11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AT&T-13STATE, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

11.2.3 In each Shared Caged Collocation arrangement, AT&T-13STATE's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.

11.2.3.1 For purposes of this Section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator".

11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

- 11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from AT&T-13STATE in a single application. AT&T-13STATE will prorate the Preparation Charges incurred by AT&T-13STATE to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T-13STATE will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an AT&T-13STATE Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AT&T-13STATE shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T-13STATE shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, *inter alia*, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).
- 11.4 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, *inter alia*, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates AT&T-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Appendix relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 11.5 Collocator with which it shares Shared Caged Collocation space shall collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with AT&T-13STATE or for access to AT&T-13STATE's Unbundled Network Elements. AT&T-13STATE shall provide Collocator access to AT&T-13STATE's Unbundled Network Elements and permit Collocator to interconnect its network with AT&T-13STATE from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and AT&T-13STATE shall have no obligation to provide Collocator's Resident Collocators access to AT&T-13STATE's Unbundled Network Elements or AT&T-13STATE's network. Instead, a Resident Collocator's rights shall be as

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11.6 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T-13STATE the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. AT&T-13STATE shall bill the new Primary Collocator any applicable charges to change AT&T-13STATE's records and databases to reflect such new Primary Collocator.

11.7.1 Within a contiguous area within the eligible structure, the AT&T-13STATE will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. AT&T-13STATE shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from AT&T-13STATE. If requested by the Collocator, AT&T-13STATE will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), AT&T-13STATE will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T-13STATE (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

11.7.2 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T-13STATE will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At AT&T-13STATE's option, the connection may be made either by AT&T-13STATE or by the Collocators' installers, who shall be on the list of approved installation vendors.

12.1 Minimum Standards

12.1.1 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.

12.1.2 In the event that AT&T-13STATE denied Collocation of Collocator's equipment, citing safety standards, AT&T-13STATE will provide within five (5) business days of Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment which AT&T-13STATE

locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied.

12.1.3 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, AT&T-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.

12.2 Compliance Certification

12.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

13. RE-ENTRY

13.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-13STATE's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-13STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies AT&T-13STATE might have.

13.2 AT&T-13STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.

13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the

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concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

14. SERVICES AND MAINTENANCE

14.1 Operating Services

14.1.1 AT&T-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-13STATE tariffs.

14.2 Maintenance

14.2.1 AT&T-13STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

14.3 Equipment Staging and Storage

14.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via <https://clec.att.com/clec>.)

14.4 Legal Requirements

14.4.1 Except for Section 17, AT&T-13STATE agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

15. AT&T-13STATE'S RIGHT OF ACCESS

15.1 AT&T-13STATE, its agents, employees, and other AT&T-13STATE-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-13STATE hereunder, and for any other purpose deemed reasonable by AT&T-13STATE. AT&T-13STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of AT&T-13STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-13STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.
- 16.2 AT&T-13STATE will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by AT&T-13STATE for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.

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- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T-13STATE, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

17. CHARGES

17.1 Monthly Charges

- 17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.

17.2 Non-recurring Charges

- 17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.
- 17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay AT&T-13STATE fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work.
- 17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator when the Dedicated Space is complete and prior to occupancy.

17.3 Application of Rates and Charges

- 17.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing CLEC collocation arrangements, including those established before the Effective Date of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17.4 Determination of Charges Not Established in Collocation Rate Summary

- 17.4.1 Rate Elements - In the event that AT&T-13STATE seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, AT&T-13STATE shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.
- 17.4.2 In the event the Collocator disputes the rate element or charge proposed by AT&T-13STATE that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify AT&T-13STATE of its dispute with the proposed charge in writing.

- 17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-13STATE or other Collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the

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disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, AT&T-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the agreement approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.

- 17.6 **Extraordinary Charges** - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-13STATE to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).
- 17.6.1 AT&T-13STATE will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
- 17.6.2 AT&T-13STATE will allocate the costs fairly among itself, CLEC and other Collocators, as appropriate.
- 17.6.3 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-13STATE commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.
- 17.6.4 AT&T-13STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator's request for space.
- 17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Collocator's signed acceptance and payment.

18. RATE REGULATIONS (AT&T-13STATE DOES ALL WORK)

- 18.1 The Collocator may elect to have AT&T-13STATE provision the collocation site or the Collocator may elect to hire an AT&T-13STATE Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator Does Own Work).

18.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary.

18.2.1 Planning Fees

- 18.2.1.1 The Planning Fee, as specified in AT&T-13STATE's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T-13STATE, recovers AT&T-13STATE's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated

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ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires AT&T-13STATE to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Collocator for space. However, AT&T-13STATE shall bill the other Collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements.

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.1.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

18.2.3.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

18.2.3.1.4 If the Collocator elects to install, or requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

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18.2.3.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T-13STATE to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating AT&T-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

18.2.3.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary.

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- Grounded wire partition
- Door key Set
- Lights
- AC Outlet
- Cable rack and support structure inside the cage

18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.2.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in AT&T-13STATE premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Aisle lighting

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- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by AT&T-13STATE to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating AT&T-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

18.3 DC Power Amperage Charge

18.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a 20-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T shall only bill Collocator the monthly recurring charge applicable to DC Power for a total of twenty (20) amps. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware and cabling, and AC energy to convert to DC power.

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T-13STATE will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T-13STATE shall only bill Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

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18.3.3 DC Power Arrangement Provisioning

18.3.3.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.

18.3.4 DC Power Panel (Maximum 200 amp) (Optional)

18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-13STATE technical support. This rate element may be provided by AT&T-13STATE.

18.3.5 Eligible Structure Ground Cable Arrangement, Each

18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

18.3.6 Security Cards

18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. AT&T-13STATE will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access for Collocators and Associated Contractors form, which is located on the telecommunications carrier online website <https://clec.att.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and AT&T-13STATE will issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

18.3.7.1 This rate element describes any reinforced passage or opening placed for the Collocator-provided facility between AT&T-13STATE designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

18.3.8.1 The Entrance Fiber Charge reflects the time spent by AT&T-13STATE in pulling the Collocator's cable facilities from AT&T-13STATE designated manhole, through AT&T-13STATE cable vault and through AT&T-13STATE cable support structure to the Collocator's equipment.

18.3.9 AT&T-13STATE to Collocation Interconnection Arrangement Options

18.3.9.1 Collocator will select one or more of the interconnection arrangements listed below.

18.3.9.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.1.1 This sub-element is an AT&T-13STATE-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-

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13STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.2.1 This sub-element is an AT&T-13STATE-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

18.3.9.1.3.1 This sub-element is an AT&T-13STATE-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Collocator's equipment bay and AT&T-13STATE network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

18.3.10 Optical Circuit Arrangement

18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An AT&T-13STATE provided single signal from AT&T-13STATE timing source to provide synchronization between a Collocator's single Network Element and AT&T-13STATE's equipment.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T-13STATE to the Collocator's dedicated Physical Collocation space.

18.3.13 Collocation Availability Space Report Fee

18.3.13.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T-13STATE is undertaking to make additional space available for collocation.

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18.3.14 Pre-visits

18.3.14.1 General Applications

18.3.14.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with AT&T-13STATE to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit AT&T-13STATE's Eligible Structures, the Collocator must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-13STATE site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, AT&T-13STATE will provide an employee of AT&T-13STATE to conduct the pre-visit, unless a different number of AT&T-13STATE employees are mutually agreed upon. The Collocator will be billed for the time of the assigned AT&T-13STATE employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 The Collocator will be charged for the time AT&T-13STATE employees spend during the construction inspection with the Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If a Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure, AT&T-13STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Collocator elect to have AT&T-13STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T-13STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

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18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If the Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2 of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure and Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T-13STATE will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and AT&T-13STATE on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

18.3.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

18.3.19.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

18.3.20 Miscellaneous Charges (Optional)

18.3.20.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

18.3.21 Collocation to Collocation Connection

18.3.21.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for AT&T-13STATE to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for AT&T-13STATE to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for AT&T-13STATE to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Collocator is unable to complete the following activities within the designated time frame, the Collocator may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

- (A) Remove Collocator's equipment bays (relay racks) from the Physical Collocation space, using an AT&T-13STATE approved Tier 1 or Tier 2 Installation/Removal Vendor.
- (B) Remove Collocator's equipment from the Physical Collocation space, using an AT&T-13STATE approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the AT&T-13STATE rack level. Collocator must use an AT&T-13STATE approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- (D) Remove Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T-13STATE approved Tier 1 or Tier 2 Installation/Removal Vendor;

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(E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an AT&T-13STATE approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the AT&T-13STATE will perform those tasks. Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the AT&T-13STATE may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by AT&T-13STATE, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold AT&T-13STATE harmless from the failure to return any equipment, property or other items.

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's AT&T-13STATE Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the AT&T-13STATE confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

19.3 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Collocator ("Exiting Collocator") may reassign the Physical Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of AT&T-13STATE. In order to request consent to assign a Physical Collocation Arrangement, either the Collocator Assignee or Exiting Collocator may submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

19.3.1 Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA or an effective interim ICA.

19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the AT&T-13STATE turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The AT&T-13STATE's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the AT&T-13STATE makes available the Physical Collocation Arrangement to the Collocator Assignee.

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

19.3.4 Collocator Assignee will defend and indemnify the AT&T-13STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical

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Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-13STATE equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the AT&T-13STATE harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T-13STATE equipment and other items.

19.3.6 AT&T-13STATE will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before AT&T-13STATE begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the AT&T-13STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-13STATE and Collocator Assignee will coordinate all conversion work to insure that the end user customers of Collocator Assignee do not suffer disruptions of service.

19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.

19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that AT&T-13STATE will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.

19.4 Power Reduction

19.4.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-13STATE power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

19.4.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an AT&T-13STATE BDFB or a AT&T-13STATE Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-13STATE BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A

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feed and a fifty (50) amp B feed) the Collocator must hire an AT&T-13STATE Approved Tier 1 Vendor to coordinate fuse changes at the AT&T-13STATE BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-13STATE Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the AT&T-13STATE shall coordinate the fuse changes at the AT&T-13STATE Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-13STATE's BDFB or Power Plant, the AT&T-13STATE approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-13STATE rack level. Collocator must use a AT&T-13STATE approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.4.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.

19.5 Interconnection Termination Reduction

19.5.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment authorized in Sections 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.

19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The AT&T-13STATE will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T-13STATE rack level. Collocator must use an AT&T-13STATE approved Tier 1

19.6 Rate Element Descriptions for Complete Space Discontinuance

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material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

- (L) Remove Fiber Entrance Cable - Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.
- (M) Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.
- (N) Restore Floor Tile - Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

Note 1 for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

19.7 Rate Element Descriptions for Space Reassignment

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator". The charge reflects the AT&T-13STATE's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.
- (C) Restencil DS0/DSL Block - The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.
- (D) Restencil DS1 Block - The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.
- (E) Restencil DS3 Block - The charge to remove/change stenciling on DSX3 panel per DS3.
- (F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.
- (G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.
- (H) Restencil Power - The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.
- (I) Restencil Timing - The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.
- (J) Timing Record Book Update - The charge to update timing records when changes/removals occur.
- (K) Interconnection Records Update - The charge to update interconnection records when changes/removals occur.
- (L) Power Records Update - The charge to update power records when changes/removals occur.
- (M) Vendor Engineering - The labor costs for AT&T-13STATE Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

- (A) Application Fee - The charge assessed by the AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.

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- (B) Project Management Fee - Power Reduction (cable removal) - Reflects AT&T-13STATE's labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
- (C) Remove Power Cable - Distribution from AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (D) Remove Power Cable - Distribution from AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

19.9 Rate Element Descriptions for Power Reduction (re-fusing only)

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T-13STATE's labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at AT&T-13STATE BDFB.
- (C) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the AT&T-13STATE's labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE Power Board. This fee is applicable when AT&T-13STATE is coordinating the fuse reduction at AT&T-13STATE Power Board.
- (D) Power Fuse Reductions on AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - The charge for AT&T-13STATE to tag cables and update Central Office power records associated with the fuse change on the AT&T-13STATE BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.
- (E) Power Fuse Reductions on AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T-13STATE to change the fuse at AT&T-13STATE power board, tag cables and update Central Office power records associated with fuse change on AT&T-13STATE Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Interconnection Termination Reduction - The charge reflects AT&T-13STATE's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.
- (C) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the AT&T-13STATE Main Distribution Frame to the Physical Collocation Arrangement.
- (D) Remove DS1 Cable - Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable

cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

- (E) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (F) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. RATES AND CHARGES – AT&T-13STATE PRICING SCHEDULE (See the Collocation Rate Summary)

21. CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES

- 21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire AT&T-13STATE to provision the collocation site per previous Sections.
- 21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.
- 21.3 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and AT&T-13STATE Main Distribution Frame or its equivalent by AT&T-13STATE Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 8.2. The Collocator's AT&T-13STATE Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.
- 21.4 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by using an AT&T-13STATE Approved Tier 1 Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact AT&T-13STATE Project Manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain

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an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.

21.5 Interval (Collocator Installs Interconnection and Power Cabling)

21.5.1 The intervals set forth in this Section apply only when Collocator installs interconnection and power cabling. AT&T-13STATE will notify Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If AT&T-13STATE determines that Collocator's Physical Collocation Application is unacceptable, AT&T-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.

21.5.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Collocator the requested Physical Collocation Space. The delivery interval begins on the date AT&T-13STATE receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide AT&T-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as AT&T-13STATE has received such response and payment. If the Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12) calendar day after the date AT&T-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

21.5.3.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five

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(5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.5.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty-five (85) calendar days.

21.5.4 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by AT&T-13STATE.

21.5.5 For the following Augments, the Collocator must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper shielded cable pair connections
- 12 fiber pair connections

21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T-13STATE.

21.5.5.2 The delivery interval for the above Augments is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

21.5.5.3 The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 2

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11- 20	35 calendar days	65 calendar days

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21.5.5.4 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

21.5.6 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.6 Rates Elements for AT&T-13STATE Central Offices

21.6.1 Caged Collocation

21.6.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When the Collocator selects the option to provide and install its power cable by a AT&T-13STATE Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to AT&T-13STATE Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T-13STATE Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers AT&T-13STATE Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an AT&T-13STATE Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

21.6.10.1 This rate element includes physical to physical, and physical to virtual connection options.

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

21.6.10.1.5 Route Design

21.6.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary.

APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

- 1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to AT&T-13STATE's Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any AT&T-13STATE tariff, and agree not to so purchase or attempt to so purchase from any AT&T-13STATE tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-13STATE to enforce the foregoing (including if AT&T-13STATE fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T-13STATE may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-13STATE may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.
- 1.3 Upon request from a Collocator, AT&T-13STATE will provide one of the following maintenance alternatives for its Virtual Collocation offering:
 - 1.3.1 In all of AT&T-13STATE's premises, AT&T-13STATE will offer Virtual Collocation wherein AT&T-13STATE maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.
 - 1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. AT&T-13STATE may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that AT&T-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.
- 1.4 Virtual Collocation in the Central Office is available for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access as well as AT&T-13STATE provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with AT&T-13STATE provided UNEs.
- 1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with AT&T-13STATE.

- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE within AT&T-13STATE's Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE within AT&T-13STATE's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for AT&T-13STATE CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to AT&T-13STATE for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T-13STATE provided Lawful UNEs when the Equipment is Provided by the Collocator.
- 1.8 Virtual Collocation provides for interconnection between AT&T-13STATE and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in AT&T-13STATE Central Offices and for interconnection with AT&T-13STATE provided Lawful UNEs in AT&T-13STATE Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at AT&T-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T-13STATE CEVs, huts and cabinets. Upon request, AT&T-13STATE will provide a listing of locations of AT&T-13STATE's CEVs, huts or Cabinets.
- 1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between the Collocator and AT&T-13STATE. Cross connects associated with Lawful UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
- 1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in AT&T-13STATE's Technical Publication <https://clec.att.com/clec/>.
- 1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(c)(2) or accessing AT&T-13STATE's Lawful UNEs under 47.U.S.C. § 251(c)(3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to AT&T-13STATE's Lawful UNEs "for the provision of a telecommunications service."
- 1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. AT&T-13STATE is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
- 1.10.4 In addition, AT&T-13STATE voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the AT&T/Ameritech Merger Conditions. Under the AT&T/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be

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considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the Collocator premises shall be considered network terminating equipment."

- 1.10.5 AT&T-13STATE does not allow collocation of other Multifunctional Equipment, except that AT&T-13STATE will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with AT&T-13STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to AT&T-13STATE's Lawful UNEs for the provision of a telecommunications service. AT&T-13STATE voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if AT&T-13STATE and Collocator mutually agree to such collocation.
- 1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. AT&T-13STATE will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 AT&T-13STATE voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if AT&T-13STATE and Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), AT&T-13STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an AT&T-13STATE Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in AT&T-13STATE or (2) requested by Collocator and accepted by AT&T-13STATE on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). AT&T-13STATE's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC AT&T/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 1.10.9 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.

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- 1.10.10 In the event that AT&T-13STATE denied Collocation of Collocator's equipment, citing Safety Standards, AT&T-13STATE will provide within five (5) business days of Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, AT&T-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.
- 1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If AT&T-13STATE chooses to have its personnel present when the CLEC equipment is installed, then AT&T-13STATE's presence will be at its own expense. However, if AT&T-13STATE demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by AT&T-13STATE.
- 1.12 Federal Telecommunications Act of 1996 (the "Act")
- 1.12.1 AT&T-13STATE provides Virtual Collocation for interconnection to AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to AT&T-13STATE's Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).
- 1.12.2 The use of Virtual Collocation for (1) interconnection to AT&T-13STATE or (2) access to AT&T-13STATE's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at AT&T-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T-13STATE CEVs, huts and cabinets.

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1.12.3 In addition, the following terms and conditions contained in the AT&T-13STATE's Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Section 5.1- Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for Interruptions, Section 9.4-Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section 9.7-Alterations, Section 11-Re-entry.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-13STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-13STATE's facilities. AT&T-13STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 2.3.3 In the event that interior space in an Eligible Structure becomes available, AT&T-13STATE will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T-13STATE property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. AT&T-13STATE and telecommunications carrier will mutually agree on

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the location of the designated space on AT&T-13STATE premises where the adjacent structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Collocator.

- 2.5 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-13STATE or other collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, AT&T-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the agreement approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.
- 2.7 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.8 **Dedicated Space** - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in AT&T-13STATE Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.10 **Infrastructure Systems** - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.11 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before AT&T-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross

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Connect System (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.

- 2.12 **Other (Inactive) Collocation Space** - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.
- 2.13 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.14 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.15 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of AT&T-13STATE's network.

3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to AT&T-13STATE or access to AT&T-13STATE provided Lawful UNEs is ordered as set forth in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.att.com/clec/> for Virtual Collocation in 13-STATES. AT&T-13STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.
- 3.2 AT&T-13STATE will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

- 4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T-13STATE's Lawful UNEs. The Collocator will, at its expense, provide the following:
 - 4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),
 - 4.1.2 All unique tools and test equipment,
 - 4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,
 - 4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,
 - 4.1.5 All training as described in Section 12.4.16.
- 4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on AT&T-13STATE property. Suitable replacements are to be immediately provided to AT&T-13STATE to restore equipment.
- 4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-13STATE Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

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5. COOPERATIVE RESPONSIBILITIES

- 5.1 AT&T-13STATE will work cooperatively with the Collocator to develop implementation plans including timelines associated with:
- 5.1.1 Placement of Collocator's fiber into the Central Office vault,
 - 5.1.2 Location and completion of all splicing,
 - 5.1.3 Completion of installation of equipment and facilities,
 - 5.1.4 Removal of above facilities and equipment,
 - 5.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-13STATE on anticipated additional Virtual Collocation requirements,
 - 5.1.6 To the extent known, the Collocator is encouraged to provide AT&T-13STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-13STATE's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-13STATE personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

- 6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.
- 6.1.2 In responding to an application request, AT&T-13STATE shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.
- 6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

Number of Applications By One Collocator	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

- 6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.
- 6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with AT&T-13STATE at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.
- 6.1.6 Once AT&T-13STATE has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.

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- 6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

- 6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, **AT&T-13STATE** will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.
- 6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.
- 6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

Type	Description	Interval	Exception
Virtual	Active Collocation space	90 calendar days	With AT&T-13STATE installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bays/racks/frames

- 6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), **AT&T-13STATE** shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.
- 6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, **AT&T-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. **AT&T-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where **AT&T-13STATE** will be installing all or some of the bays. **AT&T-13STATE** considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.
- 6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.

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6.3 Installation of Virtual Collocation Equipment

- 6.3.1 AT&T-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
- 6.3.2 AT&T-13STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.
- 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.
- 6.3.4 The Collocator and AT&T-13STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T-13STATE will cooperatively test the collocated equipment and facilities with the Collocator.
- 6.3.5 AT&T-13STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

- 6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.
- 6.4.1.1 Major Revisions include:
- adding telecommunications equipment that requires additional electrical power.
 - adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.
- 6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.
- 6.4.1.2 Minor Revisions include:
- adding bays of equipment that do not significantly impact the existing/proposed electrical systems.
 - adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system.
 - adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system.
- 6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.
- 6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by AT&T-13STATE to determine whether the revision is major or minor.

6.5 Augments

- 6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to AT&T-13STATE Collocation Service Center (CSC) indicating in Section 3 of the

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application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

6.5.2 AT&T-13STATE will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

- 7.1 The Collocator will arrange to deliver to AT&T-13STATE Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.
- 7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.
- 7.3 AT&T-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

- 8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-13STATE may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to AT&T-13STATE Central Offices and AT&T-13STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-13STATE on the Collocator's facilities and equipment.
- 8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-13STATE with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-13STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

- 9.1 The Collocator will request any and all maintenance by AT&T-13STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-13STATE with the location and identification of the equipment and a detailed description of the maintenance requested.
- 9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-13STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

- 10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.
- 10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with AT&T-13STATE to remove the Collocator's equipment and facilities from AT&T-13STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. AT&T-13STATE is not responsible for and

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will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. AT&T-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. AT&T-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of AT&T-13STATE or its contractors during the removal process. However, Collocator will indemnify and hold AT&T-13STATE harmless for any damage done to virtually collocated equipment if AT&T-13STATE permits the Collocator to hire a contractor approved by AT&T-13STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by AT&T-13STATE and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of CLEC Virtual Collocation equipment, AT&T-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. AT&T-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T-13STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. RATE ELEMENTS (AT&T-13STATE DOES ALL WORK)

- 12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE under section 251(c)(2) and for access to AT&T-13STATE provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.
- 12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.
- 12.3 Rates and charges specific to Virtual Collocation for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to AT&T-13STATE provided Lawful UNEs under 251(c)(3) in AT&T-13STATE's Central Offices are set forth on Attachment 2 (Rates and Charges for AT&T-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T-13STATE provided Lawful UNEs in AT&T-13STATE CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for AT&T-13STATE CEVs, huts and cabinets).

12.4 Rate Elements for AT&T-13STATE Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to AT&T-13STATE's provided Lawful UNEs to be used in conjunction with Virtual Collocation in AT&T-13STATE's Central Offices.

12.4.1 Planning Fee

- 12.4.1.1 The Planning Fee recovers AT&T-13STATE costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for AT&T-13STATE personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent

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basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in AT&T-13STATE's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by AT&T-13STATE expressed as a monthly rate. AT&T-13STATE's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by AT&T-13STATE and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for AT&T-13STATE to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits AT&T-13STATE to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits AT&T-13STATE to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for AT&T-13STATE pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are

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applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-10 AMP feeds, 2-20 AMP feeds, 2-30 AMP feeds, 2-40 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T-13STATE will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and AT&T will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPS), but AT&T shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPS. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between AT&T-13STATE's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

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12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T-13STATE's Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T-13STATE's Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between AT&T-13STATE's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 AT&T-13STATE provided single signal from AT&T-13STATE's timing source to provide synchronization between a Collocator's single network element and AT&T-13STATE's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 AT&T-13STATE is responsible for determining when training is necessary and how many of AT&T-13STATE's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. AT&T-13STATE will be limited to request training for four (4) of AT&T-13STATE's personnel per location, unless a different number is mutually agreed upon by AT&T-13STATE and Collocator.

12.4.16.2 The Collocator may have AT&T-13STATE arrange for the required training of AT&T-13STATE's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

12.4.16.3 If AT&T-13STATE chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for AT&T-13STATE employee training.

12.4.16.3.3 arrange and pay all costs associated with AT&T-13STATE employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for AT&T-13STATE employee training.

12.4.16.4 AT&T-13STATE will work cooperatively with the Collocator to schedule AT&T-13STATE's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for AT&T-13STATE's personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

12.4.17.1.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

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12.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

12.4.18.1 Fiber Cable (12 Fiber Pair)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for AT&T-13STATE's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to AT&T-13STATE's provided Lawful UNEs in AT&T-13STATE's CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable

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data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for AT&T-13STATE personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or

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fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

- 13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.
- 13.2 For purposes of virtually collocating equipment, AT&T-13STATE shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to AT&T-13STATE and other Collocators.
- 13.3 After Collocator has been provided with written notification by AT&T-13STATE that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, AT&T-13STATE shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, AT&T-13STATE shall not prevent the Collocator from entering the Eligible Structure. If AT&T-13STATE does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, AT&T-13STATE shall deliver the requested documents to Collocator immediately upon locating same.
- 13.4 AT&T-13STATE will provide a security escort with the Collocator paying the expense for the escort. AT&T-13STATE will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that AT&T-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by AT&T-13STATE as described in Section 1.3 of this Appendix.
- 13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide AT&T-13STATE with reasonable notice of the entry. Notice will be provided to AT&T-13STATE's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to AT&T-13STATE's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.
- 13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of AT&T-13STATE or other Collocators in jeopardy.
- 13.7 AT&T-13STATE may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.
- 13.8 AT&T-13STATE shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE's equipment suppliers with equivalent access.

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- 13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF THE COLLOCATOR

- 14.1 Indemnification of AT&T-13STATE Indemnification is governed by the General Terms and Conditions of this Agreement.
- 14.2 Insurance - Except as otherwise provided herein, Insurance will be governed by the General Terms and Conditions of this Agreement.

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of Collocator

- 15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.att.com/clec/> for Virtual Collocation in 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for AT&T-13STATE's Offices

- 16.1.1 This security escort charge consists of the charges for AT&T-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for AT&T-13STATE's CEV, Hut, and Cabinets

- 16.2.1 The security escort charge consists of the charges for AT&T-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

- 16.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all

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existing CLEC collocation arrangements, including those established before the Effective Date of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and AT&T-13STATE Main Distribution Frame (MDF) or its equivalent by AT&T-13STATE Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's AT&T-13STATE Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-13STATE Approved Vendor must obtain an approved Method Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

- 17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by AT&T-13STATE Approved Power Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.
- 17.2.2 The Collocator must contact AT&T-13STATE project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.
- 17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

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17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when CLEC hires AT&T-13STATE Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 AT&T-13STATE will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by AT&T-13STATE. AT&T-13STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If AT&T-13STATE determines that Collocator's Virtual Collocation Application is unacceptable, AT&T-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when the Collocator installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Collocator's AT&T-13STATE Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T-13STATE receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide AT&T-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as AT&T-13STATE has received such response and payment. If the Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12th) calendar day after the date AT&T-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

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Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Virtual Collocation Space Use	Overhead Iron/Racking Does Not Exist for Virtual Collocation Space Use	Additional Power or HVAC is Required for Virtual Collocation Space Use
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

17.3.2.1 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Collocator's AT&T-13STATE Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's AT&T-13STATE Approved Vendor by AT&T-13STATE.

17.3.3.1.4 12 fiber pair connections

17.3.3.3 The cabling Augment interval is determined by AT&T-13STATE taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need

for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation Use
1 – 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

17.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

17.3.4 All Other Augments

17.3.4.1 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for AT&T-13STATE Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When the Collocator selects the option to install the power cable by AT&T-13STATE Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

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17.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

17.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **AT&T-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance of the rack will apply. This

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is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.3.1 Coax Cable

17.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.4.1 Cable Racking and Hole

17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.5.1 Route Design

17.4.8.5.1.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

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**APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
 - 1.1.1 The Southern New England Telephone Company (AT&T CONNECTICUT) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri and AT&T Oklahoma, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.

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- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **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 doing business in Michigan.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 **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.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 **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.
- 1.25 The Prices at which **AT&T-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 "Automated Message Accounting" (AMA) – Billing detail recordings in the switch.
- 2.2 "Call Processing Data Link" (CPDL) - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
- 2.3 "Data Terminating Equipment" (DTE) - A terminal attached to a data network as an End User node.
- 2.4 "Nortel Digital Multiplexing Switch" (DMS 200) - DMS performs base call processing functions and supports service capabilities.
- 2.5 "IBM RISC 6000 Processor" – The IBM platform that enables database search capabilities.
- 2.6 "Nortel Directory One" (D1) - D1 offers directory search applications built on a standard operating software environment.

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- 2.7 "Nortel Directory One Call Control" - Allows bi-directional call control capability between the TOPS switch and the D1 network.
- 2.8 "Electronic White Pages" (EWP) - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 "Nortel Interactive Voice System" (IVS) - Peripheral off the switch that provides interactive audio.
- 2.10 "Nortel Multi Purpose Position" (MP, MPX or MPX-IWS) - Operator Workstations.
- 2.11 "Non-Published Number" (NP) - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 "Operator Service Center" (OSC) - Physical location of the Operators/workstations.
- 2.13 "Published Number" - A telephone number that is published in a telephone directory and is available upon request by calling an AT&T-12STATE DA Operator.
- 2.14 "Nortel Queue Management System" (QMS) - Supports up to 255 unique queues on calls to operator positions.
- 2.15 "Nortel Traffic Operating Position System" (TOPS) - Performs base call processing functions and support service capabilities.
- 2.16 "Nortel/IBM Protocol" - Allows communication between Nortel Switch and IBM database.
- 2.17 "IBM Platform" - Offers directory search applications built on a standard operating software environment.

3. SERVICE

- 3.1 Direct Access allows CLECs access to AT&T-12STATE's Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address AT&T-12STATE will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.
- 3.2 Where technically feasible and/or available, CLEC may receive Direct Access from AT&T-12STATE's host switches via a CLEC Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF AT&T-12STATE

- 4.1 AT&T-12STATE shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to CLEC for all AT&T-12STATE listings.
- 4.2 AT&T-12STATE shall provide DA listings to CLEC from its current DA records and in accordance with AT&T-12STATE's methods, practices, and procedures.
- 4.3 AT&T-12STATE shall provide CLEC access to the same listing information that is available to its own operators.
- 4.4 AT&T-12STATE shall maintain the same level of system performance for CLEC as it provides to itself.

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5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall submit requests for Direct Access in writing to AT&T-12STATE. Requests for Direct Access will be pursuant to the Individual Case Basis (ICB) Process as outlined in the attached procedures.
- 5.2 When CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. AT&T-7STATE shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. AT&T-7STATE shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.
- 5.2.1 AT&T MIDWEST REGION 5-STATE – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

- 6.1 The CLEC providing the circuit between CLEC's office and AT&T-12STATE's office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC.
- 6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by AT&T-12STATE, and CLEC will reimburse AT&T-12STATE for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

- 7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix CLEC also agrees to release, defend, indemnify, and hold harmless AT&T-12STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by AT&T-12STATE employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

- 8.1 AT&T-12STATE - For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9. USE OF SUBSCRIBER LISTING INFORMATION

- 9.1 CLEC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

10. ASSIGNMENT

- 10.1 The subscriber listing information accessed shall remain the property of AT&T-12STATE. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

- 11.1 Upon CLEC's request, and pursuant to the terms and conditions herein, AT&T-12STATE will set rates and other appropriate criteria for provision of Direct Access to CLEC pursuant to the ICB process.

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11.2 The following types of rates shall apply to Direct Access.

11.2.1 Service Establishment

11.2.1.1 CLEC shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time a CLEC orders Direct Access.

11.2.2 Direct Access Database Service

11.2.2.1 CLEC shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.

11.2.3 Direct Access Per Search

11.2.3.1 Where applicable, CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from AT&T-12STATE's listing.

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APPENDIX DAL

(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

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- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **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 doing business in Michigan.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 **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.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 **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.
- 1.25 The prices at which **AT&T-13STATE** agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, **AT&T-13STATE** will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in **AT&T SOUTHWEST REGION 5-STATE**, Directory Assistance Listing Information Service (DALIS) in **AT&T CALIFORNIA** and Dialing Parity Directory Listings in **AT&T MIDWEST REGION 5-STATE** (herein after collectively referred to as DAL):
 - 2.1.1 **AT&T-13STATE** owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
 - 2.1.2 **AT&T-13STATE** uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call **AT&T-13STATE's** DA to obtain such information.
 - 2.1.3 Inasmuch as **AT&T-13STATE** provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), **AT&T-13STATE's** database also contains directory assistance listing information for other ILEC and CLEC End Users.

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5. LIABILITY

- 5.1 AT&T-13STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. AT&T-13STATE makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 5.2 CLEC hereby releases AT&T-13STATE from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.3 CLEC shall indemnify, protect, save harmless and defend AT&T-13STATE (or AT&T-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to AT&T-13STATE Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and AT&T-13STATE, and/or against AT&T-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, AT&T-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of CLEC, in which event CLEC shall reimburse AT&T-13STATE for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. CLEC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of AT&T-13STATE.

6. TERM OF APPENDIX

- 6.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.

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APPENDIX 911

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APPENDIX 911

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions by which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) will provide CLEC with access to the applicable AT&T-owned ILEC's 911 and E911 Databases and provide interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 The Parties acknowledge and agree that AT&T-13STATE can only provide E911 Service in territory where an AT&T-13STATE is the E911 network provider, and then only that E911 service configuration as purchased by the E911 Customer or PSAP. AT&T-13STATE's E911 Selective Routers and E911 Database Management System are by mutual agreement being provided on an "as is" basis.
- 1.3 For CLECs with their own switches, AT&T-13STATE shall provide access to its E911 Selective Routers as described herein only where the PSAP and/or E911 Customer served by the E911 Selective Routers has approved CLEC to carry E911 Emergency Services calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer at any time.

2. DEFINITIONS

- 2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 2.3 "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.4 "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.
- 2.5 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.6 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.7 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.8 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.
- 2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.

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- 2.10 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.11 "National Emergency Number Association" or "NENA" means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.12 "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.13 "Selective Routing" and "Selective Router" means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. AT&T-13STATE RESPONSIBILITIES

- 3.1 AT&T-13STATE shall provide and maintain such equipment at the 911 Selective Router and the DBMS as is necessary to provide CLEC E911 Emergency Services at parity with that of AT&T-13STATE retail end users. AT&T-13STATE shall provide CLEC access to the AT&T-13STATE 911 System as described in this section.
- 3.2 Call Routing
- 3.2.1 AT&T-13STATE will route 911 calls from the AT&T-13STATE Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 3.2.2 AT&T-13STATE will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, AT&T-13STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T-13STATE will report this "No Record Found" condition to the CLEC in accordance with NENA standards.
- 3.3 Facilities and Trunking
- 3.3.1 AT&T-13STATE shall provide and maintain sufficient dedicated E911 trunks from AT&T-13STATE's Selective Router to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 3.3.2 AT&T-13STATE will provide facilities to interconnect the CLEC to the AT&T-13STATE Selective Router, as specified in the applicable AT&T-13STATE Special Access tariff. Additionally, when diverse facilities are requested by CLEC, AT&T-13STATE will provide such diversity where technically feasible, at standard AT&T-13STATE Special Access Tariff rates.
- 3.4 Database
- 3.4.1 Where AT&T-13STATE manages the E911 Database, AT&T-13STATE shall provide CLEC access to the E911 Database to store CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

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- 3.4.2 Where AT&T-13STATE manages the E911 Database, AT&T-13STATE shall coordinate access to the AT&T-13STATE DBMS for the initial loading and updating of CLEC End User 911 Records.
- 3.4.3 Where AT&T-13STATE manages the E911 Database, AT&T-13STATE's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e. facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

4. CLEC RESPONSIBILITIES

- 4.1 Call Routing (for CLECs with their own switches)
 - 4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the AT&T-13STATE Selective Router location.
 - 4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T-13STATE 911 Selective Router.
- 4.2 Facilities and Trunking (for CLECs with their own switches)
 - 4.2.1 CLEC shall provide interconnection with each AT&T-13STATE 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
 - 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different Selective Routers and CLEC shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper E911 Selective Router.
 - 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to interconnect to each AT&T-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
 - 4.2.3.1 CLEC is responsible for providing a separate E911 trunk group for each county or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
 - 4.2.4 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CLEC switch and the AT&T-13STATE Selective Router.
 - 4.2.5 CLEC shall provide sufficient trunking to route CLEC's originating 911 calls to the designated AT&T-13STATE 911 Selective Router.
 - 4.2.6 A diverse (i.e. separate) 911 Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.
 - 4.2.7 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch(es) to interconnect with the AT&T-13STATE 911 Selective Router.
 - 4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law.
 - 4.2.9 CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 trunks for interconnection with AT&T-13STATE.

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4.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the AT&T-13STATE 911 Selective Router(s). CLEC is responsible for advising AT&T-13STATE of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-13STATE will refer network trouble to CLEC if no defect is found in AT&T-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database (applicable to all CLECs)

4.3.1 Once the 911 interconnection between CLEC and all appropriate AT&T-13STATE Selective Router(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T-13STATE for inclusion in AT&T-13STATE's DBMS on a timely basis.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 CLEC is responsible for providing AT&T-13STATE updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T-13STATE 911 DBMS.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 For CLECs with their own switch(es), both parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from the CLEC's POI to the designated AT&T-13STATE 911 Selective Router(s).

5.1.1 AT&T-13STATE and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T-13STATE Selective Router(s). CLEC agrees that it will not pass live traffic until successful testing is completed by both Parties.

5.2 911 Surcharge Remittance to PSAP

5.2.1 For CLECs with their own switch(es), the Parties agree that:

5.2.1.1 AT&T-13STATE is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and

5.2.1.2 AT&T-13STATE is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.2 For CLEC Resellers, except where state law requires the ILEC to serve as a clearinghouse between Resellers and PSAPs, the Parties agree that:

5.2.2.1 CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

5.2.2.2 AT&T-13STATE shall include Reseller CLEC information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

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6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T-13STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and provide interconnection and call routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 7.2 The Parties agree that the 911 System is provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-13STATE and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to AT&T-13STATE not later than forty-five (45) days prior to the passing of live traffic. AT&T-13STATE shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to AT&T-13STATE prior to use of CLEC's E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 In AT&T-2STATE and AT&T MIDWEST REGION 5-STATE the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to 911 and E911 Databases, interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in AT&T-13STATE's Appendix Pricing or applicable AT&T-13STATE Commission-approved access tariff.

9. LIABILITY

- 9.1 AT&T-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AT&T-13STATE shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.
- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to AT&T-13STATE, CLEC shall not be liable to AT&T-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data

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processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T-13STATE until service is restored.

- 9.3 CLEC agrees to release, indemnify, defend and hold harmless AT&T-13STATE from any and all Loss arising out of AT&T-13STATE providing CLEC access to the 911 System hereunder or out of CLEC's End Users' use of the 911 System, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of AT&T-13STATE.
- 9.4 CLEC also agrees to release, indemnify, defend and hold harmless AT&T-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 System provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of AT&T-13STATE.

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APPENDIX ITR

(Interconnection Trunking Requirements)

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APPENDIX ITR (Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 This Appendix provides descriptions of the trunking requirements between CLEC and AT&T-13STATE. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Meet Point" Traffic, Mass Calling, E911, Operator Services and Directory Assistance traffic.
- 1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.
- 1.4 **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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.5 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.6 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.7 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.8 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.9 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.11 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.12 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.

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- 1.13 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.14 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.15 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.16 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.17 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.18 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.
- 1.19 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.20 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.21 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.22 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.
- 1.23 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.24 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.25 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.26 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.

2. DEFINITIONS

- 2.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic in the AT&T SOUTHWEST REGION 5-STATE as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic in AT&T-2STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT.
- 2.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.
- 2.3 "IntraLATA Toll Traffic" or "IntraLATA Toll" is defined as traffic between one AT&T-13STATE local calling area and the local calling area of another AT&T-13STATE or LEC within one LATA within the respective state.

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- 2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.
- 2.5 "ISP-Bound Traffic" is as defined in Attachment: Inter-carrier Compensation.
- 2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and AT&T-12STATE End Users. In AT&T CONNECTICUT these trunk groups will carry the same type of traffic, but they will be established and used as one-way.
- 2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.8 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.
- 2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.
- 2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.
- 2.11 "Meet Point Trunk Group" carries traffic between CLEC's End Users and Interexchange Carriers (IXCs) via AT&T-13STATE Access or Local/Access Tandem Switches.
- 2.12 "Offers Service" is defined as when CLEC opens an NPA-NXX, ports a number to serve an End User or pools a block of numbers to serve End Users.
- 2.13 "Section 251(b)(5) Traffic" is as defined in Attachment: Inter-carrier Compensation.
- 2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining local dialtone from AT&T-13STATE where AT&T-13STATE is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. AT&T-13STATE shall issue ASRs for one-way trunk groups originating at the AT&T-13STATE switch.
- 3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Meet Point Trunk Groups can be established between CLEC's switch and the appropriate AT&T-13STATE Tandem Switch as further provided in this Appendix ITR.
- 3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's switch and an AT&T-12STATE Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between CLEC's switch and an AT&T-12STATE Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.
- 3.4 Local Interconnection Trunk Groups in AT&T CONNECTICUT must be ordered and provisioned as one-way to accommodate billing and technical limitations.
- 3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and

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implementation schedule. AT&T-12STATE agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 AT&T-13STATE deploys in its network Local Only Tandem Switches (AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE), Local/IntraLATA Tandem Switches (AT&T SOUTHWEST REGION 5-STATE) Local/Access Tandem Switches and Access Tandem Switches. In addition AT&T-13STATE deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).
- 4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE, and AT&T-2STATE. If CLEC Offers Service in a LATA in which there is no AT&T Local Tandem, CLEC shall establish Local Interconnection Trunk Groups to each AT&T-13STATE End Office Switch in that LATA in which it Offers Service. CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in AT&T SOUTHWEST REGION 5-STATE. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the AT&T SOUTHWEST REGION 5-STATE, CLEC shall establish a Local Interconnection Trunk Group to each AT&T-13STATE End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective AT&T-13STATE Local Tandem on the trunk groups defined below. AT&T-13STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.
- 4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an AT&T-13STATE End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group (one-way in AT&T CONNECTICUT) when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to AT&T-13STATE must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T-13STATE Local Tandem. If an AT&T-13STATE End Office does not subtend an AT&T-13STATE Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.
- 4.4 All traffic received by AT&T-13STATE on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a Remote End Office Switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch. The number of digits to be received by the AT&T-13STATE End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way (one-way in AT&T CONNECTICUT).
- 4.5 Trunk Configuration
 - 4.5.1 Trunk Configuration – AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT
 - 4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.
 - 4.5.1.2 Any AT&T-13STATE switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).

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4.5.2 Trunk Configuration – AT&T-2STATE

4.5.2.1 When Interconnecting at AT&T-2STATE's digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.5.2.2 When interconnecting at AT&T CALIFORNIA's DMS Access Tandem(s), 64CCC data and voice traffic may be combined on the same two-way Local Interconnection Trunk Group. 64 CCC data and voice traffic must be on separate two-way Local Interconnection Trunk Groups and not combined at AT&T CALIFORNIA's 4E Access Tandems.

5. TRUNK GROUPS

5.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and AT&T-13STATE End Users.

5.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: AT&T SOUTHWEST REGION 5-STATE.

5.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC switch and each AT&T SOUTHWEST REGION 5-STATE Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.

5.2.3 AT&T SOUTHWEST REGION 5-STATE reserves the right to initiate a one-way IntraLATA Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which CLEC is interconnected.

5.2.4 Where traffic from CLEC switch to an AT&T SOUTHWEST REGION 5-STATE End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the AT&T SOUTHWEST REGION 5-STATE End Office.

5.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each AT&T SOUTHWEST REGION 5-STATE End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.

5.2.6 When AT&T SOUTHWEST REGION 5-STATE has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the AT&T SOUTHWEST REGION 5-STATE Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch.

5.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.

5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT, AT&T-2STATE

5.3.1 Tandem Trunking – AT&T-2STATE and AT&T MIDWEST REGION 5-STATE

5.3.1.1 In AT&T-2STATE and AT&T MIDWEST REGION 5-STATE:

5.3.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all AT&T Local Only Tandems in the LATA for calls destined to or from all AT&T MIDWEST REGION 5-STATE End Offices that

subtend the designated tandem. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.1.1.2 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all AT&T Local/IntraLATA, Local/Access, or Access Tandem Switch(es) (AT&T-2STATE only) in the LATA for calls destined to or from all AT&T-2STATE and AT&T MIDWEST REGION 5-STATE End Offices that subtend the designated tandems. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.2 Tandem Trunking – AT&T CONNECTICUT

5.3.2.1 In AT&T CONNECTICUT, Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all AT&T Local Tandems in the LATA for calls destined to or from all AT&T CONNECTICUT End Offices that subtend the designated tandem. These trunk groups shall be one-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish Direct End Office Trunk Groups for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic where actual or projected traffic demand is or will be twenty-four (24) or more trunks.

5.4 Meet Point Trunk Group: AT&T-13STATE

5.4.1 IXC carried traffic shall be transported between CLEC's switch and the AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and IXCs via a AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch.

5.4.2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.

5.4.3 When AT&T-13STATE has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to every AT&T-13STATE Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s).

5.4.4 AT&T-13STATE will not block switched access customer traffic delivered to any AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch that CLEC's switch subtends in each LATA. In no event will AT&T-13STATE be required to route such traffic through more than one of its tandem switches for connection to/from switched access customers. AT&T-13STATE shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.

5.4.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, AT&T-13STATE will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: AT&T-13STATE

- 5.5.1 If CLEC chooses AT&T-13STATE to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC) 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the AT&T-13STATE Access or Local/Access Tandem Switch.
- 5.5.2 All originating Toll Free Service 800/(8YY) calls for which CLEC requests that AT&T-13STATE perform the Service Switching Point ("SSP") function (e.g. perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 5.5.3 CLEC may handle its own 800/(8YY) database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/(8YY) call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to AT&T-13STATE over the Local Interconnection Trunk Group. In such case, CLEC is to provide an 800/(8YY) billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY) number, CLEC will route the post-query inter-LATA call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to AT&T-13STATE's Access or Local/Access Tandem Switch. Calls will be routed to AT&T-13STATE over the Local Only and/or Local Interconnection Trunk Groups or Meet Point Trunk Groups within the LATA in which the calls originate.
- 5.5.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to AT&T-13STATE, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.6 E911 Trunk Group

- 5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC Offers Service. This trunk group shall be provisioned as one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunk groups per default PSAP or default ESN assignment dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the AT&T-13STATE E911 Selective Router switch that serves a specified geographic rate area.
- 5.6.2 In AT&T CONNECTICUT only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three separate dedicated trunk groups for each Connecticut NPA and default PSAP or default ESN assignment, from its switch to each of the Connecticut E911 Selective Routing tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 Selective Routing tandem. A second trunk group using SS7 will go to the Secondary E911 Selective routing tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 Selective Routing tandem and serve as a backup. These trunk groups shall be provisioned by CLEC as one-way outgoing only. CLEC will have administrative control for the purpose of issuing ASRs.

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5.6.3 CLEC will cooperate with AT&T-13STATE to promptly test all E911 trunks and facilities between CLEC's network and the AT&T-13STATE E911 Selective Routing Tandem to assure proper functioning of E911 service. CLEC will not turn up live traffic until successful testing is completed by both Parties.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: AT&T-12STATE

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify AT&T-12STATE at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-12STATE HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with AT&T-12STATE the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify AT&T-12STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T-12STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&T-12STATE Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.

5.7.5 In AT&T CONNECTICUT, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 35 Network Maintenance and Management of the General Terms and Conditions.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 Terms and Conditions for Inward Assistance Operator Services are found in Appendix INW.

5.8.2 If AT&T-13STATE agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

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5.8.2.1 Directory Assistance (DA)

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T-13STATE Operator Services Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC)

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each AT&T-13STATE Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI)

5.8.2.3.1 When AT&T-13STATE's operator is under contract to verify the busy status of CLEC End Users, AT&T-13STATE will utilize a segregated one-way with MF signaling trunk group from AT&T-13STATE's Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to AT&T-13STATE's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EOSS) from the equal access End Offices (EAEO) to the Operator Services switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS Questionnaire

5.8.2.6.1 If CLEC chooses AT&T-13STATE to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. TRUNK FORECASTING RESPONSIBILITIES: AT&T-13STATE

6.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. AT&T-13STATE shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T-13STATE General Trunk Forecast. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-

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100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Appendix for a minimum of three (current plus 2 future) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.

6.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. AT&T-13STATE shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to AT&T-13STATE, unless otherwise specified in this Appendix.

6.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

7. **TRUNK DESIGN BLOCKING CRITERIA: AT&T-13STATE**

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. **TRUNK SERVICING: AT&T-13STATE**

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASRs on two-way trunk groups. In AT&T CONNECTICUT where one-way trunks are provisioned, AT&T CONNECTICUT will issue ASRs for trunk groups for traffic that originates from AT&T CONNECTICUT and terminates to CLEC.

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- 8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.
- 8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.
- 8.3.1 In A Blocking Situation (Over-utilization)
- 8.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T-13STATE will issue a TGSR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.
- 8.3.1.2 In a blocking situation, AT&T-13STATE is responsible for issuing ASRs on one-way AT&T originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TGSR. AT&T-13STATE will issue an ASR within three (3) business days after receipt and review of the TGSR.
- 8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR is sent to CLEC for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.
- 8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR shall be sent to CLEC.
- 8.3.2 Underutilization
- 8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
- 8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.
- 8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.
- 8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

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8.3.2.1.4 If AT&T-13STATE does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T-13STATE will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-13STATE reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Meet Point Trunk Groups.

8.3.3 Trunk Servicing – AT&T SOUTHWEST REGION 5-STATE Exceptions

8.3.3.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T SOUTHWEST REGION 5-STATE trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

8.4 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-13STATE and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.4.1 Orders that comprise a project, i.e. greater than four (4) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

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

8.5.1 AT&T-13STATE will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. AT&T-13STATE will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-13STATE ceasing to deliver traffic until the ASR(s) are received and processed.

9. TRUNK DATA EXCHANGE: AT&T-13STATE

9.1 The Parties agree to exchange traffic data on two-way trunk groups and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date is agreed to by the Parties.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. The Parties may agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). The Parties agree that twenty (20) business days is the study period duration objective. However, on occasion a study period may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering

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purposes, although with less statistical confidence. For AT&T originated one-way, or for any two-way trunk groups, these reports can be made available weekly upon request.

- 9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in an MS-Excel format.

10. NETWORK MANAGEMENT: AT&T-13STATE

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and AT&T-13STATE will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 CLEC and AT&T-13STATE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. OUT OF EXCHANGE TRAFFIC

- 11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-AT&T incumbent exchange and consistent with the Appendix Out of Exchange Traffic.

12. SWITCHED ACCESS TRAFFIC

12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
- (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

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- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).

- 12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

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APPENDIX INW

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APPENDIX INW (Inward Assistance Operator Services)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

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- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **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 doing business in Michigan.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 **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.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 **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.

2. SERVICES

- 2.1 Where technically feasible and/or available, **AT&T-13STATE** Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
 - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
 - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

- 3.1 **"General Assistance"** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.
- 3.2 **"Busy Line Verification"** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 3.3 **"Busy Line Verification/ Interrupt"** - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

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- 3.4 **"Toll Center Code"** - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.
- 3.5 **"Operator Service Code"** - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:
- 4.1.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with AT&T-13STATE's Operator assistance switch(es). It is the responsibility of AT&T-13STATE to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.
- 4.1.2 The CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the AT&T-13STATE Operator assistance switch utilizing MF signaling. Likewise, AT&T-13STATE will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to the CLEC's designated Operator assistance switch.
- 4.2 CLEC will furnish request for service in writing to AT&T-13STATE, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by AT&T-13STATE. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to AT&T-13STATE to establish any new interconnection trunking arrangements.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the AT&T-13STATE Operator assistance switches. These codes are specific to the various AT&T-13STATE LATA's where AT&T-13STATE Operator assistance switches are located.
- 5.2 AT&T-13STATE Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the AT&T-13STATE Operator to the CLEC Operator on an Inward basis.
- 5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

- 6.1 AT&T-12STATE - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Appendix Pricing (Operator work seconds) and/or the applicable Commissioned ordered tariff where stated.

7. MONTHLY BILLING

- 7.1 AT&T-13STATE will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to AT&T-13STATE and remittance in full will be due within thirty (30) days of receipt.

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8. LIABILITY

- 8.1 The CLEC agrees to defend and hold harmless AT&T-13STATE from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both AT&T-13STATE and carrier.
- 8.2 The CLEC also agrees to release, defend and hold harmless AT&T-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by AT&T-13STATE employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay AT&T-13STATE, within thirty (30) days of the issuance of any bills by AT&T-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-13STATE pursuant to this Appendix prior to its termination.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

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APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

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APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **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 doing business in Michigan.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 **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.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 **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.
- 1.25 **AT&T-13STATE** shall provide, for CLEC's facilities and equipment, interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **AT&T-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **AT&T-13STATE** provides interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.26 **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 25(c)(2) of the Act.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

- 2.1 **AT&T-13STATE**'s network is partly comprised of End Office switches, Local Only Tandem Switches (**AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. **AT&T-13STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **AT&T-13STATE**'s End Office switch(es) and/or Tandem switch(es) to be

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interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the interconnection facilities. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point on the AT&T-13STATE network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.
- 2.3 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and AT&T-13STATE.
- 2.4 Types of Points of Interconnection
 - 2.4.1 A "Tandem Serving Area" or "TSA" is an AT&T-13STATE area defined by the sum of all local calling areas served by AT&T-13STATE End Offices that subtend an AT&T-13STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.
 - 2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within AT&T-13STATE's network in the LATA where CLEC Offers Service.
 - 2.4.3 A "Single POI" is a single point of interconnection within a LATA on AT&T-13STATE's network that is established to interconnect AT&T-13STATE's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.
 - 2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
 - 2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:
 - (i) at an AT&T-13STATE TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-13STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or
 - (ii) at an AT&T-13STATE End Office in a local calling area not served by an AT&T-13STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
 - 2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.
- 2.5 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.
- 2.6 CLEC is solely responsible for the facilities that carry OS/DA, E911, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.
- 2.7 Technical Interfaces
 - 2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
 - 2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-13STATE will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

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- 2.7.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

- 3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to a **AT&T-13STATE** Tandem or End Office building and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation

- 3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to a **AT&T-13STATE** Tandem or End Office building and wishes for **AT&T-13STATE** to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Fiber Meet Point

- 3.3.1 Fiber Meet Point between **AT&T-13STATE** and CLEC can occur at any mutually agreeable and technically feasible point at an **AT&T-13STATE** Tandem or End Office building within each local exchange area (**AT&T SOUTHWEST REGION 5-STATE**) or LATA (**AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT, and AT&T-2STATE**).
- 3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.
- 3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.
- 3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.
- 3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).
- 3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.3.7 CLEC will provide fiber cable to the last entrance (or **AT&T-13STATE** designated) manhole at the **AT&T-13STATE** Tandem or End Office building. **AT&T-13STATE** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for **AT&T-13STATE** to pull through to the **AT&T-13STATE** cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. **AT&T-13STATE** shall take the fiber from the manhole and terminate it inside **AT&T-13STATE**'s office at the cable vault at **AT&T-13STATE**'s expense. In this case the POI shall be at the **AT&T-13STATE** designated manhole location.
- 3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.3.9 CLEC and **AT&T-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength

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necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.4 Other Interconnection Methods

- 3.4.1 The Parties may mutually agree to other methods of obtaining interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 For each local Interconnection within an AT&T-13STATE area, CLEC shall provide written notice to AT&T-13STATE of the need to establish Interconnection in each local exchange area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T-2STATE, AT&T CONNECTICUT and AT&T MIDWEST REGION 5-STATE). CLEC shall provide all applicable network information on forms acceptable to AT&T-13STATE (as set forth in AT&T's CLEC Handbook, published on the CLEC website).
- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 Either party may add or remove additional switches. The parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.
- 4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

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APPENDIX LOCAL NUMBER PORTABILITY

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APPENDIX LNP (LOCAL NUMBER PORTABILITY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Local Number Portability mutually provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T owned ILEC doing business in California.
- 1.6 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.7 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.8 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T owned ILEC doing business in Nevada.
- 1.9 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2. LOCAL NUMBER PORTABILITY (LNP)

- 2.1 General Terms and Conditions
 - 2.1.1 **AT&T-13STATE** and CLEC shall provide Local Number Portability (LNP) in accordance with requirements of the Act, the rules and orders of the FCC, and the guidelines of the North American Numbering Council (NANC).
- 2.2 Requirements for LNP
 - 2.2.1 **AT&T-13STATE** and CLEC shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, regarding LNP.

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- 2.2.2 Either party shall be permitted to block default -routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.
- 2.2.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service with the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 2.2.4 Each Party shall become responsible for the End User's other telecommunications related services and features, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), once that Party has ported the End User's telephone number to the Party's switch.

2.3 Limitations of Service

- 2.3.1 Telephone numbers can be ported as a basic network offering only within AT&T-13STATE rate centers as approved by State Commissions. "Porting within rate centers" refers to the physical location of the End User. If the End User changes his, her or its physical location from one rate center to another, the End User may not retain his, her or its telephone number (which is associated with the End User's previous rate center) as a basic network (non-FX) offering. An End User may retain his, her or its telephone number when moving from one rate center to another by the use of a tariff FX or Remote Call Forwarding offering from the new service provider. The term "FX," as used in this appendix, refers to number assignments and moves outside the rate centers with which a telephone number is ordinarily associated, and is different from the term "FX" in the Compensation attachment, which refers number assignment and moves outside of a mandatory local calling area.
- 2.3.2 Telephone numbers of the following types shall not be ported: (i) AT&T-13STATE Official Communications Services (OCS) NXXs; and (ii) 555, 976, 950, 956, 976 and 900 numbers (iii) N11 numbers (e.g., 411 and 911); (iv) 800, 888, 877 and 866 numbers; and (v) disconnected or unassigned numbers.
- 2.3.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5.5 of this Appendix.

2.4 Service Description

- 2.4.1 The LRN software of the switch in which an NXX is native determines if the called party is in a portable NXX. When a calling party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.
- 2.4.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.
- 2.4.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.
- 2.4.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.
- 2.4.5 Where technically feasible, the Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.5 Pricing

- 2.5.1 With the exception of lawful query charges, the parties shall not charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, AT&T-13STATE may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

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3. "N-1" QUERY METHODOLOGY

- 3.1 The parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's end office, or the terminating carrier's end office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to change the N-1 carrier for the query.
- 3.1.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
- 3.1.2 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.
- 3.1.3 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LNP at the request of a CLEC, AT&T-13STATE may query all calls directed to that NXX, provided that AT&T-13STATE's queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service AT&T-13STATE provides its own customers.
- 3.1.4 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN-PNP query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.
- 3.1.5 Rates, terms and conditions for LNP queries performed by AT&T-13STATE will be governed by FCC No. 73 Access Services Tariff, Section 34, or a successor tariff.

4. ORDERING

- 4.1 Porting of numbers marked as portable in the Local Exchange Routing Guide (LERG) will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.
- 4.1.1 When an LSR is sent to one Party by the other Party to initiate porting via LNP, the receiving Party shall return, at the appropriate time, a Firm Order Confirmation (FOC).
- 4.1.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

5. PROVISIONING

- 5.1 The Parties will remove a ported number from the end office from which the number is being ported as close to the requested time as reasonably practicable, not to exceed 59 minutes, except under the conditions listed below in 5.1.1, 5.1.2 and 5.1.3. The 59-minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, AT&T-13STATE and CLEC agree that a 30-minute

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interval is a goal toward which both companies will work; however, both CLEC and AT&T-13STATE recognize that there will be instances where the interval may be up to 59 minutes.

- 5.1.1 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the unconditional LNP trigger is removed.
- 5.1.2 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.
- 5.1.3 Coordinated Orders. Orders worked on a coordinated basis will be coordinated until the numbers are disconnected in the old switch.
- 5.2 The Parties agree to provide Unconditional Ten Digit Trigger wherever technically feasible.
- 5.3 AT&T-13STATE and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. AT&T-13STATE and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 5.4 At the time a telephone number is ported via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 5.5 Mass Calling
 - 5.5.1 Both AT&T-13STATE and CLEC shall to offer Local Number Portability for telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.
- 5.6 Operator Services, LIDB/LVAS and Directory Assistance
 - 5.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LNP is in place.
- 5.7 Porting of DID Block Numbers
 - 5.7.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.
 - 5.7.2 AT&T-13STATE and CLEC shall offer Local Number Portability to customers for any portion of an existing DID block without being required to port the entire block of DID number.
 - 5.7.3 AT&T-13STATE and CLEC shall permit customers which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

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APPENDIX NUMBERING

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the 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 Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin will coordinate with respect to NXX assignments.
- 1.2 As used herein, AT&T-13STATE means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each AT&T-13STATE rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and AT&T-13STATE to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
 - 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first

2.8 Test Numbers

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From: MINNICK, KARLA S (ATTSWBT) [<mailto:km3164@att.com>]
Sent: Thursday, August 02, 2007 12:21 PM
To: Lockett, Colleen
Subject: Draft of 13-St ICA OH - Part 2 of 2

<<01L Oprns Suppt Sys 062907.doc>> <<01M OS-DA 072706.doc>> <<01N Out of
Exch Traffic 062907.doc>> <<01O1 Intercarrier Comp All Traffic 062907.doc>>
<<01O2 Intercarrier Comp ISP Only 062907.doc>> <<01P Recording 062907.doc>>
<<01Q Resale 062907.doc>> <<01R Structure Access 062907.doc>> <<01S Lawful
UNE Post-TRRO 062907.doc>> <<01T White Pages 062907.doc>> <<02D NICS
062907.doc>> <<02B xDSL-Line Splitting 020106.doc>> <<14A OH Apx Pricing
062907.doc>> <<14B1 OH Pricing Sched UNE All 073107.xls>> <<14B2 OH Pricing
Sched UNE ISP 073107.xls>> <<14C OH Collo Rate Summ 042407.xls>> <<14D OH
Comm Ord Perf Meas 062907.doc>>

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APPENDIX OSS - RESALE & UNEs

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APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/Ameritech POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable AT&T-owned ILEC doing business in Connecticut.
- 1.6 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.8 **AT&T-13STATE** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.
- 1.9 "LSC" means the Local Service Center (LSC) for **AT&T-13STATE**.
- 1.10 "LOC" means the Local Operations Center (LOC) for **AT&T-13STATE**.
- 1.11 "Service Bureau Provider" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing **AT&T-13STATE** OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.
- 1.12 "UNE" is as described in Appendix Lawful UNE.

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2. LAWFUL UNBUNDLING REQUIREMENTS

- 2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which AT&T-13STATE provides under this Interconnection Agreement (ICA service(s)). Should AT&T-13STATE no longer be obligated to provide a UNE under the terms of this Agreement, AT&T-13STATE shall no longer be obligated to offer access and use of OSS for that ICA service.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and AT&T-13STATE shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.
- 3.2 **Proper Use of OSS Interfaces**
- 3.2.1 For AT&T-13STATE, CLEC agrees to utilize AT&T-13STATE electronic interfaces, as described herein, only for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-13STATE's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-13STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T-13STATE for any and all damages caused by such unauthorized entry.
- 3.3 Within AT&T-13STATE regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.
- 3.3.1 In AT&T-13STATE regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.3.2 This section applies to AT&T CALIFORNIA ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of AT&T CALIFORNIA, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless AT&T CALIFORNIA against any claim made by a consumer End User or governmental entity against AT&T CALIFORNIA or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.
- 3.3.3 Throughout AT&T-13STATE region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-13STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

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- 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale services and UNEs. Rates and charges are subject to the terms of this Agreement and applicable tariffs are dependent on region of operation. CLEC is also responsible for all actions of its employees using any of AT&T-13STATE's OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-13STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-13STATE to CLEC. In addition, CLEC agrees to indemnify and hold AT&T-13STATE harmless against any claim made by an End User of CLEC or other third parties against AT&T-13STATE caused by or related to CLEC's use of any AT&T-13STATE OSS.
- 3.5 In the event AT&T-13STATE has good cause to believe that CLEC has used AT&T-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-owned ILEC in whose territory CLEC is doing business shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to AT&T-13STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event CLEC does not agree that the CLEC's use of AT&T-13STATE OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-13STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 To remedy the misuse for the balance of the agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, AT&T-13STATE shall have the right to conduct an audit of CLEC's use of the AT&T-13STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-13STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-13STATE shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T-13STATE.
- 3.8 When Resale service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AT&T-13STATE and CLEC will use manual processes. Should AT&T-13STATE develop electronic interfaces for these functions for itself, AT&T-13STATE will make electronic access available to CLEC within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the AT&T-13STATE region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

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- 3.10 The Parties will follow the final adopted guidelines of "AT&T 13-State Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.11 AT&T-13STATE will and CLEC may participate in the Ordering and Billing Forum (OBF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T-13STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and AT&T-13STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T-13STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.12 Due to enhancements and on-going development of access to AT&T-13STATE OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AT&T-13STATE shall provide proper notice of interface phase-out as required by the Change Management Process.
- 3.13 CLEC is responsible for obtaining operating system software and hardware to access AT&T-13STATE OSS functions. All hardware and software requirements are specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by AT&T-13STATE for any of its regions.

4. PRE-ORDERING

- 4.1 AT&T-13STATE will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with AT&T-13STATE region-specific ordering requirements.
- 4.2 **Pre-Ordering Functions for Resale Services and UNEs Include**
- 4.2.1 Feature/Service Availability
- 4.2.1.1 Feature Inquiry provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 4.2.2 Customer Service Information - CSI Inquiry
- Access to AT&T-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the CLEC has obtained authorization from the End User for release of CPNI which complies with conditions as described in section 3.3 of this Appendix.
- 4.2.3 Telephone Number Inquiry
- AT&T-13STATE provides a Telephone Number Reservation Inquiry, a Cancel Reservation function, and also provides a Telephone Number Confirmation Inquiry function.

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4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

AT&T-13STATE provides address validation function.

4.3 The Following are Pre-Order Functions Specific to UNEs

4.3.1 Loop Pre-Qualification Inquiry

AT&T-13STATE provides a loop pre-qualification inquiry function.

4.3.2 Loop Qualification Inquiry

AT&T-13STATE provides a loop qualification inquiry function.

4.3.3 Common Language Location Indicator (CLLI) Inquiry

AT&T-13STATE provides CLLI code inquiry function.

4.3.4 Connecting Facility Assignment (CFA) Inquiry

AT&T-13STATE provides a CFA inquiry function.

4.3.5 Network Channel/Network Channel Interface (NC/NCI) Inquiry

AT&T-13STATE provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions

4.4.1 Resale and UNE Pre-Order Interface Availability

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **AT&T-13STATE** to provide the pre-ordering functions listed in sections 4.2 and 4.3. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **AT&T-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.5 Other Pre-Order Function Availability

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **AT&T-13STATE** will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)

Feature/Service Availability by Switch

Directory Names

Class of Service Codes

USOC (Universal Service Order Codes)

Community Names

Yellow Page Headings

PIC/LPIC (InterLATA/IntraLATA)

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5. ORDERING/PROVISIONING

5.1 AT&T-13STATE provides access to ordering functions (as measured from the time AT&T-13STATE receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes AT&T-13STATE to provision in accordance with applicable AT&T-13STATE ordering requirements. AT&T-13STATE will provide CLEC access to one or more of the following systems or interfaces.

5.2 Service Order Request System Availability

5.2.1 AT&T-13STATE makes available to CLEC an Electronic Data Interchange (EDI) application-to-application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with AT&T-13STATE Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale services or UNEs, CLEC and AT&T-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T-13STATE Resale service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For AT&T-13STATE, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T-13STATE will utilize industry ASR guidelines developed by OBF based upon AT&T-13STATE ordering requirements.

5.3 Provisioning for Resale Services and UNEs in AT&T-13STATE

AT&T-13STATE will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For AT&T-13STATE, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.

5.3.2 For EDI ordering, AT&T-13STATE will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 In AT&T-13STATE, Electronic Bonding Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CLEC to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In AT&T-13STATE, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and AT&T-13STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and AT&T-13STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 AT&T-13STATE will bill CLEC for Resold services and UNEs. AT&T-13STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T-13STATE will provide CLEC billing information in a paper format, or via magnetic tape, as agreed to between CLEC and AT&T-13STATE. Other alternate bill media, such as CD-ROM and DVD, will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1 In AT&T-13STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
- 7.2.2 For Resale Services in AT&T SOUTHWEST REGION 5-STATE, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, AT&T SOUTHWEST REGION 5-STATE's Local Exchange Tariff.
- 7.2.3 For Resale Services in AT&T SOUTHWEST REGION 5-STATE, CLEC may view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.
- 7.2.4 In AT&T-13STATE, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.5 AT&T-13STATE will provide Loss Notifications. This notification alerts CLEC that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.
- 7.3 Electronic access to billing information for UNEs will also be available via the following interfaces:
- 7.3.1 In AT&T SOUTHWEST REGION 5-STATE, CLEC may view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.
- 7.3.2 In AT&T-13STATE, CLEC may receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.3.3 In AT&T-13STATE, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing AT&T-13STATE ports, change their Competitive Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the AT&T SOUTHWEST REGION 5-STATE region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Northbrook, IL, serves AT&T MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the AT&T CONNECTICUT region. Each of these four xRAFs will provide CLECs dedicated access to the uniform application-to-application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access AT&T-13STATE OSS interfaces to perform the supported functions in any AT&T-13STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For AT&T-13STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units(CSU/DSU))

and circuit connection(s) up to the AT&T ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to AT&T-13STATE "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the AT&T SOUTHWEST REGION 5-STATE LRAF, AT&T-2STATE PRAF, AT&T MIDWEST REGION 5-STATE ARAF, and AT&T CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T-13STATE OSS via the public internet.

- 8.3 For AT&T-13STATE, CLEC shall use TCP/IP to access AT&T-13STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user ID / password unique to each individual for accessing an AT&T-13STATE OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For AT&T-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with AT&T-13STATE data facilities for access to OSS will be in compliance with AT&T-13STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS interfaces.

9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 CLEC shall immediately notify the ISCC when a employee user ID is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or AT&T-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the

other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 Additional Responsibilities of Both Parties

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-13STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

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

- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T-13STATE, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

- 9.5.1 Each Party's resources are for approved business purposes only.

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- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
 - 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
 - 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
 - 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.
- 9.6 User Identification**
- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
 - 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.
 - 9.6.3 User IDs will be revalidated on a monthly basis.
- 9.7 User Authentication**
- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
 - 9.7.2 Passwords must not be stored in script files.
 - 9.7.3 Passwords must be entered by the user.
 - 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
 - 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
 - 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
 - 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.
- 9.8 Access and Session Control**
- 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
 - 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.
- 9.9 User Authorization**
- 9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.

9.10 Software and Data Integrity

- 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring and Audit

- 9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (AT&T-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

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

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

- 10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. OSS TRAINING COURSES

- 11.1 Prior to initial live OSS interface usage, a CLEC that intends to utilize AT&T-13STATE interfaces must complete user education classes for AT&T-13STATE-provided interfaces that affect the AT&T-13STATE network. A separate agreement will be required as a commitment to enroll in training classes and to pay for a specific number of CLEC students in each class. CLEC can obtain a copy of the proposed contract and price list for these OSS classes from their CLEC account manager. Course descriptions and class schedules, by region, are published on the CLEC website and/or will be available through their CLEC account manager. CLEC training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

- 12.1 To the extent AT&T-13STATE seeks to recover costs associated with OSS System Access and Connectivity, AT&T-13STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

- 13.1 For AT&T SOUTHWEST REGION 5-STATE region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

- 13.2 For AT&T-12STATE, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.2, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For AT&T-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by AT&T-13STATE on an Individual Case Basis (ICB) and priced as such.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 14.1 AT&T-13STATE shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T-13STATE OSS via a Service Bureau Provider as follows:
- 14.2.1 CLEC shall be permitted to access AT&T-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-13STATE to allow Service Bureau Provider to establish access to and use of AT&T-13STATE's OSS.
- 14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.
- 14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-13STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, AT&T-13STATE shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 AT&T-13STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T-13STATE's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T-13STATE's OSS) which could not be avoided by AT&T-13STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

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OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

1. INTRODUCTION AND SCOPE

- 1.1 This Appendix sets forth the rates, terms and conditions under which the Parties shall jointly carry out Operator Services (OS) and Directory Assistance (DA) on a wholesale basis, regardless of whether CLEC is serving its end users via
 - 1.1.1 CLEC's own physical Switches,
 - 1.1.2 Resale of AT&T-13STATE Retail OS/DA service, or
 - 1.1.3 Leased Circuit Switching from AT&T-13STATE.
- 1.2 CLEC shall be the Retail OS/DA provider to its end users, and AT&T-13STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-13STATE shall answer CLEC's end user OS/DA calls on CLEC's behalf, as follows:
 - 1.2.1 When the end user dials 0 or 0+ the Telephone Number, AT&T-13STATE shall provide the Operator Services described in Section 4 below.
 - 1.2.2 When the end user dials 4-1-1 or 1-4-1-1, AT&T-13STATE shall provide Directory Assistance as described in Section 5 below.
- 1.3 CLEC is free to charge its end users whatever retail OS/DA rates it wishes, and CLEC the refore acknowledges its responsibility (a) to obtain end user agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.
- 1.4 In response to dialing end user inquiries about OS/DA rates, AT&T-13STATE Operators shall quote CLEC retail OS/DA rates, as they are provided by CLEC (see Section 6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-13STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 6 below).
- 1.5 AT&T-13STATE shall charge CLEC monthly, and CLEC agrees to pay monthly, the OS/DA rates found in the attached Appendix Pricing. The Parties agree that billing and payment details, including the assessment of late payment charges for unpaid balances, shall be governed by the underlying agreement between AT&T-13STATE and CLEC.
 - 1.5.1 CLEC acknowledges and understands that these wholesale OS/DA rates differ between Resale and facilities-based¹ service, and that both types of OS/DA wholesale rates are listed in the attached price schedule. CLEC may serve both as a Reseller and as a facilities-based provider, and CLEC may convert facilities-based end users to Resale service, or vice versa, as described below in section 6.8.
 - 1.5.1.1 To the extent CLEC is serving as a Reseller and not a facilities-based provider, the facilities-based OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.
 - 1.5.1.2 To the extent CLEC is serving as a facilities-based provider and not as a Reseller, then the Resale OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.
 - 1.5.2 CLEC acknowledges and understands that AT&T-13STATE uses a different billing system for Resale than for facilities-based service, and that if CLEC operates both as a Reseller and a facilities-based provider, then CLEC will receive two different monthly invoices for OS/DA service from AT&T-13STATE, one for Resale, and one for facilities-based service.

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¹By "facilities-based" the Parties mean either through CLEC's own switch, or via leased circuit switching from AT&T-13STATE.

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1.5.3 CLEC acknowledges and understands that the Resale OS/DA rates are based on AT&T-13STATE's tariffed retail OS/DA rates, less the state resale discount, and therefore may change during the life of this Appendix OS/DA in a Resale Agreement, without written amendment, if

1.5.3.1 AT&T-13STATE's retail tariff changes, or

1.5.3.2 The state resale discount changes.

2. GENERAL AT&T-13STATE OBLIGATIONS FOR WHOLESALE OS/DA SERVICE

2.1 Dialing Parity. AT&T-13STATE will provide OS/DA to CLEC's end users with no unreasonable dialing delays and at dialing parity with AT&T-13STATE retail OS/DA services.

2.2 Response Parity

2.2.1 For Resale and Leased Circuit Switching, CLEC's end users shall be answered by AT&T-13STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-13STATE's retail end users.

2.2.2 For Resale and Leased Circuit Switching, any technical difficulties in reaching the AT&T-13STATE OS/DA platform (i.e. cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-13STATE retail end users served via that same AT&T-13STATE end office switch.

2.2.3 For all service types, AT&T-13STATE will include CLEC's end user OS/DA calls in its speed of response measurements reported to the state regulatory commission, if any.

2.3 Daily Usage File (DUF)

2.3.1 For Resale and Leased Circuit Switching, AT&T-13STATE will record CLEC's OS/DA usage on its Resale and Leased Circuit Switching lines and include that call detail in the Daily Usage File (DUF) as described elsewhere in the underlying wholesale agreement, but at a minimum, the DUF shall be in industry-standard Exchange Message Interface format and will be in compliance with the Ordering and Billing Forum guidelines.

2.3.2 When CLEC is operating its own switch-based service, AT&T-13STATE will transmit similar usage recorded by the AT&T-13STATE OS/DA switch via a mutually agreed electronic interface for CLEC's switch.

3. REQUIREMENTS FOR CIRCUIT SWITCHES TO PHYSICALLY INTERCONNECT

3.1 To the extent that CLEC is serving its own switches and wishes to interconnect with AT&T-13STATE's OS/DA switches, then the Parties' physical interconnection and trunking requirements are described in this section. All OS/DA interconnection and trunking arrangements shall be subject to the mutual agreement of the parties, and any unresolved differences in the OS/DA physical interconnection or trunking arrangements shall be handled pursuant to the Dispute Resolution provisions in the underlying agreement.

3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be within the LATA in which the CLEC's OS/DA traffic originates.

3.2.1 Because CLEC's switch may serve end users in more than one LATA, the Parties agree that, for purposes of this Appendix OS/DA only, CLEC's OS/DA traffic originates from the physical location of the end user dialing "0" or "411", and not the physical location of CLEC's switch.

3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the end user dialing 0 or 411 shall be deemed the end user's physical billing address, regardless of whether the end user may be roaming at the time of placing the OS/DA call.

3.3 The Parties' general preference would be to establish an OS/DA demarcation point at the AT&T-13STATE's OS/DA switch in that LATA, but the Parties recognize that the demarcation point for OS/DA traffic between the

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Parties' networks could depend on a variety of engineering and location-specific factors which include, but are not limited to,

- 3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic
 - 3.3.2 Whether CLEC wishes to interconnect for both OS and DA, or just OS, or just DA;
 - 3.3.3 Whether CLEC OR CLEC's affiliate has collocated in an AT&T-13STATE Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and
 - 3.3.4 Whether CLEC or CLEC's affiliate already has existing OS/DA facilities in place to the AT&T-13STATE's OS/DA platforms.
- 3.4 CLEC shall provide the necessary facilities to interconnect with AT&T-13STATE's OS/DA switch(es) at a mutually-agreeable demarcation point between the Parties' networks. CLEC may self-provision these OS/DA facilities, lease them from third parties, or lease them from AT&T-13STATE's intrastate Special Access Tariff. CLEC will be financially responsible for the OS/DA facilities on its side of the demarcation point, and AT&T-13STATE will be financially responsible for the OS/DA facilities on its side of the demarcation point.
- 3.5 General OS/DA Trunking Requirements
- 3.5.1 CLEC will initiate an ASR for all OS/DA trunk groups from its switch to the appropriate AT&T-13STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-13STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunking between the parties.
 - 3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-13STATE End Offices to the AT&T-13STATE OS/DA switches that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).
 - 3.5.3 If EAOSS is not technically feasible, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-13STATE OS/DA switch for each served NPA in the LATA.
- 3.6 Specific OS/DA Trunk Groups, and their Requirements
- 3.6.1 Operator Service (OS) Trunks. CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-13STATE Operator Services switch serving OS end users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
 - 3.6.2 Directory Assistance (DA)/Directory Assistance Call Completion (DACC) Trunks. CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-13STATE Directory Assistance switch serving DA end users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier. If OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
 - 3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks. When CLEC wishes for AT&T-13STATE to perform Busy Line Verification or Emergency Interrupt for CLEC end users, AT&T-13STATE will need a segregated one-way BLV trunk group with MF signaling from AT&T-13STATE's Operator Services switch to CLEC's switch serving end users in that LATA. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

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4. SPECIFICS OF OS OFFERINGS AND RECURRING CHARGES

- 4.1 Operator Services Rate Structure. **AT&T-13STATE** will assess its Operator Services charges based upon whether the CLEC end user is receiving (a) manual Operator Services (i.e., provided a live Operator), for which a per work second charge will apply, or (b) automated Operator Services (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live Operators), where a flat rate per call charge will apply. See the attached Appendix Pricing for the full set of OS recurring and nonrecurring rates.
- 4.2 Operator Services Call Processing. Whether manual or automated, **AT&T-13STATE** will provide the following services when processing a 0-dialed call from CLEC's line, regardless of whether Directory Assistance is also requested:
- 4.2.1 General Operator Assistance - The end user dialing 0 may ask the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls; handling emergency calls, handling credits.
- 4.2.2 Calling Card - The end user dialing 0 may provide the OS Operator with a Calling Card number for billing purposes, and seek assistance in completing the call.
- 4.2.3 Collect - The end user dialing 0 may ask the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
- 4.2.4 Third Number Billed - The end user dialing 0 may ask the OS Operator to bill the call to a different number than the calling or called number.
- 4.2.5 Person-To-Person Service - The end user dialing 0 may ask the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 4.2.6 Busy Line Verification - A service in which the end user dialing 0 will ask the OS Operator to check the requested line for conversation in progress and advise the caller of the status.
- 4.2.7 Busy Line Interrupt - A service in which the end user dialing 0 asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

5. SPECIFICS OF DA OFFERING AND RECURRING CHARGE

- 5.1 Directory Assistance Rate Structure. **AT&T-13STATE** charges local DA by one rate, and all other DA products by a separate rate. In both cases DA charges are assessed on a flat rate per call, regardless of call duration. See the attached Appendix Pricing for the DA recurring and nonrecurring rates.
- 5.2 Directory Assistance Call Processing. Where technically feasible and/or available, **AT&T-13STATE** will provide the following DA Services when a CLEC end user served dials 411 or 1-411, regardless of whether Operator Services are also requested from **AT&T-13STATE**:
- 5.2.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the dialing end user.
- 5.2.2 Directory Assistance Call Completion (DACC). A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
- 5.2.3 National Directory Assistance (NDA). A service whereby callers may request Directory Assistance outside their LATA or local calling area for any listed telephone number in the United States.
- 5.2.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.

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5.2.5 Business Category Search (BCS) (Where Available). A service in which the end user may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

6. OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION

- 6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore CLEC agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by CLEC's end user, and this greeting is mandatory, not optional, when AT&T-13STATE is the OS/DA provider.
- 6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-13STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T-13STATE CLEC website (<https://clec.att.com/clec>).
- 6.1.2 AT&T-13STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.
- 6.2 If CLEC does not wish to brand the OS/DA calls, CLEC may also have their end user hear silence upon connecting with the OS/DA switch by having AT&T-13STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.
- 6.2.1 CLEC understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.
- 6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-13STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.
- 6.2.3 AT&T-13STATE must make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by CLEC.
- 6.3 AT&T-13STATE will be responsible for loading the CLEC-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-13STATE retail end users. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.
- 6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are found in the attached Appendix Pricing.
- 6.5 In all current AT&T-13STATE OS/DA switches, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 6.6 AT&T-13STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC-provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

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- 6.7 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, a CLEC Reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Appendix Pricing.
- 6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service.
 - 6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-13STATE OS/DA switches for both Resale and facilities-based service, then no Non-Recurring Charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
 - 6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-13STATE OS/DA switches for Resale and/or facilities-based service, then Non-Recurring Charges apply to set up the OS/DA call for the new type of service, as is described in section 6 above, and at the rates set forth in the attached Appendix Pricing.

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APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means ~~(CLEC Legal Name)~~ operating within AT&T-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-13STATE.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T-13STATE end user located in an AT&T-13STATE local exchange area or;
 - (ii) Originates from an AT&T-13STATE end user located in an AT&T-13STATE local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T-13STATE incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T-13STATE's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T-13STATE pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which AT&T-13STATE agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-13STATE is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T-13STATE's incumbent local exchange areas. AT&T-13STATE has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-13STATE's incumbent local exchange areas. In addition, AT&T-13STATE is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth

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elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T-13STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T-13STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

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4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within AT&T-13STATE exchange areas and has a Point of Interconnection ("POI") located within AT&T-13STATE exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T-13STATE exchange areas. Based upon the foregoing, the Parties agree that AT&T-13STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T-13STATE will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from AT&T-13STATE's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and AT&T-13STATE, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T-13STATE End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T-13STATE serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If AT&T-13STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T-13STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 AT&T-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-13STATE (as reflected in the LERG). Any compensation due AT&T-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-13STATE serving tandems are reflected by AT&T-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE tandem. AT&T-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to AT&T-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Offices using AT&T-13STATE's standard code opening timeframes.

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5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 AT&T-13STATE will exchange AT&T-13STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the AT&T-13STATE exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T-13STATE exchange, AT&T-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T-13STATE will not provision or be responsible for facilities located outside of AT&T-13STATE exchange areas.
- 6.2 The Parties agree that the associated traffic from each AT&T-13STATE End Office will not alternate route.
- 6.3 OE-LEC must provide AT&T-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 6.5 AT&T-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-13STATE (as reflected in the LERG). Any compensation due AT&T-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-13STATE serving tandems are reflected by AT&T-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE-tandem. AT&T-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 6.6 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Office(s) using AT&T-13STATE's standard code opening timeframes.
- 6.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

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APPENDIX INTERCARRIER COMPENSATION

**(AFTER FCC ORDER NO. 01-131, AGREEING TO
EXCHANGE ALL ISP-BOUND and SECTION
251(b)(5) TRAFFIC AT THE FCC RATES IN
CERTAIN STATES, WHERE APPLICABLE)**

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s).
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local circuit switching purchased by CLEC from AT&T-13STATE on a wholesale basis (non-resale) and used in providing wireline local telephone exchange (dialtone) service to its end user customers.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. AT&T-13STATE will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an End User that is served by a carrier providing telecommunications services utilizing AT&T-13STATE's Resale Service.
- 1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

- 2.1 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 2.2 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 2.3 AT&T-4STATE - As used herein, AT&T-4STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri and AT&T Oklahoma, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 2.4 AT&T-7STATE - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.5 AT&T-8STATE - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA and AT&T CONNECTICUT, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.6 AT&T-10STATE - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 2.7 AT&T-12STATE - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

- 2.8 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.9 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 2.10 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 2.11 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 2.12 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 2.13 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 2.14 **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 doing business in Michigan.
- 2.15 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 2.16 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 2.17 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 2.18 **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.
- 2.19 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 2.20 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 2.21 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 2.22 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 2.23 **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.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. CPN shall, at a minimum, include information in an industry recognized standard

format, consistent with the requirements of the North American Numbering Plan (NANP) containing a unique three digit area code (NPA) and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

- 3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 3.4 For those usage based charges where actual charge information is not determinable by AT&T-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 13.2 below.
- 3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation any where CLEC originates traffic to or terminates traffic from an End User being served by a third party telecommunications carrier who has purchased local switching from AT&T-13STATE on a wholesale basis (non-resale) which is used by such telecommunications carrier to provide wireline local telephone exchange (dialtone) service to its End Users. In no event will AT&T-13STATE have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-13STATE against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. AT&T-13STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-13STATE may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.
- 3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.
- 3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs. In AT&T CONNECTICUT, when CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis to provide service to its End Users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's End Users are not subject to intercarrier compensation as addressed in Section 4.7.3 below.
- 3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully

supporting originating and terminating End User customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.

- 3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by AT&T-13STATE pursuant to this agreement.

3.9.1 More specifically, and without limiting the foregoing Section 3.9, the parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within AT&T-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-13STATE. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, MCA Traffic, IntraLATA Toll Traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

- (i) Originates from an OE-LEC End User located in another ILEC's incumbent local exchange area and terminates to an AT&T-13STATE End User located in an AT&T-13STATE local exchange area or;
- (ii) Originates from an AT&T-13STATE End User located in an AT&T-13STATE local exchange area and terminates to an OE-LEC End User located in another ILEC's incumbent local exchange area.

4. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

- 4.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

- 4.2 AT&T-12STATE made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

AT&T-13STATE and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by AT&T-13STATE in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

- 4.2.1 Should a regulatory agency, court or legislature change or nullify the AT&T-13STATE's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed

applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among AT&T-13STATE, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

- 4.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among AT&T-13STATE, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 4.3 In AT&T-12STATE the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1 and ISP-Bound Traffic, as defined in Section 5.1 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5.3.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that AT&T-12STATE has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004. Until and unless AT&T CONNECTICUT chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Section 4 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic as for that particular state.
- 4.4 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-13STATE), the following tandem serving rate elements are applicable on a terminating MOU basis and includes compensation for the following sub-elements:
 - 4.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.
 - 4.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
 - 4.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.5 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-13STATE), the following end office switching rate elements are applicable on a terminating MOU basis:
 - 4.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

- 4.6 CLEC shall only be paid End Office Serving Rate Elements.
- 4.7 Intercarrier Compensation for Wholesale Local Switching Traffic
- 4.7.1 Where CLEC purchases local switching from AT&T-12STATE on a wholesale basis, CLEC will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T-12STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.
- 4.7.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T-12STATE and CLECs when CLEC purchases local switching from AT&T-12STATE on a wholesale basis:
- 4.7.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 4.7.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-12STATE and CLEC where CLEC's End User originates a call that is terminated to a AT&T-12STATE End User, such traffic shall be paid for reciprocally at the FCC Plan rate set forth in Section 5.3.2 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.
- 4.7.3 In AT&T CONNECTICUT, when CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis to provide service to its End Users, AT&T CONNECTICUT will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's End Users. When CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis, CLEC can not seek intercarrier compensation from AT&T CONNECTICUT for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an AT&T CONNECTICUT End User or a third party carrier's End User.

5. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

- 5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and AT&T-13STATE in which the originating End User of one Party and the ISP served by the other Party are:
- both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.
- In states in which AT&T-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.4 of this Appendix.
- 5.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) AT&T-13STATE has made an offer as described in Section 4 above

effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.

5.3 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic

5.3.1 The rates, terms, and conditions in Section 5 apply to the termination of all Section 251(b)(5) Traffic as defined in Section 4.1 and ISP-Bound Traffic as defined in Section 5.1 and ISP-Bound Traffic is subject to the rebuttable presumption.

5.3.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at \$.0007 per minute of use.

5.3.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

5.4 ISP-Bound Traffic Rebuttable Presumption

5.4.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.4. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 5.3.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.

5.5 For purposes of this Section 5.5, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below.

5.5.1 Each party will invoice the other party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 5.3.2.

6. OTHER TELECOMMUNICATIONS TRAFFIC

6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also

known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

- 6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-12STATE.
- 6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.
- 6.2.4 Intentionally left blank
- 6.2.5 Pursuant to the Connecticut Commission Arbitration Award in Docket. 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic, except ISP-Bound Traffic, that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6.2 above in AT&T CONNECTICUT. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.
- 6.2.6 Segregating and Tracking FX Traffic
- 6.2.6.1 For AT&T-12STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
- 6.2.6.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-12STATE.
- 6.2.6.3 Intentionally left blank
- 6.2.6.4 For AT&T CONNECTICUT, FX traffic must be identified as voice FX and ISP FX. AT&T CONNECTICUT will work with CLEC in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate the percentage of minutes of use that is attributable to FX traffic. For AT&T CONNECTICUT ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual minutes of use data. This plan will be applied on an individual CLEC basis.

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6.2.6.4.1 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:

- (i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.
- (ii) Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU.
- (iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic, and ISP-Bound Traffic, as set forth in Section 5.3.2 above.
- (iv) Terminating carrier will not assess compensation charges to the ISP FX MOU in AT&T CONNECTICUT where such traffic is subject to a Bill and Keep Arrangement.
- (v) Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in AT&T CONNECTICUT.

6.2.6.4.2 The FX factor may be adjusted by the Parties on a quarterly basis.

6.2.6.5 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.2.6.5.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line for voice, data, video and multimedia.

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- MCA Traffic

6.5 The Parties agree that, for the purposes of this Appendix, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 4 and 5 above do not apply. The applicable

rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b) Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 12; and/or (f) MCA Traffic are set forth in Section 8.

7. OPTIONAL CALLING AREA TRAFFIC – AT&T ARKANSAS, AT&T KANSAS AND AT&T TEXAS

- 7.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area, except mandatory extended traffic as addressed in Sections 4.1 and 5.1 above. The transport and termination rate applies when AT&T ARKANSAS, AT&T KANSAS or AT&T TEXAS transports traffic and terminates it at its own switch.
- 7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and AT&T ARKANSAS, AT&T KANSAS and AT&T TEXAS are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. MCA TRAFFIC -- AT&T MISSOURI

- 8.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.
- 8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
- 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.
- 8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.
- 8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by AT&T SOUTHWEST REGION 5-STATE.

9. PRIMARY TOLL CARRIER ARRANGEMENTS

- 9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a third party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those states wherein Primary Toll Carrier arrangements are mandated

and AT&T-13STATE is functioning as the PTC for a third party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

- (i) AT&T-13STATE shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. AT&T-13STATE shall pay the CLEC on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the CLEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-13STATE Intrastate Access Service Tariff in the respective state; and/or
- (ii) AT&T-13STATE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T-13STATE for the use of its facilities at the rates set forth in AT&T-13STATE's Intrastate Access Service Tariff. CLEC shall pay the ILEC for the termination of such traffic originated from CLEC.

10. INTRALATA 800 TRAFFIC

- 10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

11. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

- 11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 11.8 AT&T-13STATE and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.
- 12. COMPENSATION FOR ORIGATION AND TERMINATION OF INTERLATA TRAFFIC**
- 12.1 Where a CLEC originates or terminates its own end user InterLATA Traffic not subject to Meet Point Billing, the CLEC must purchase feature group access service from AT&T-13STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.
- 13. INTRALATA TOLL TRAFFIC COMPENSATION**
- 13.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an AT&T-13STATE's tariff in whose exchange area the End User is located.
- 13.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-13STATE's tariff in whose exchange area the End User is located.
- 14. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, OPTIONAL EAS TRAFFIC AND INTRALATA TOLL TRAFFIC**
- 14.1 In AT&T-13STATE, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.
- 14.1.1 Where CLEC is using terminating recordings to bill intercarrier compensation, AT&T-12STATE will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a third party telecommunications carrier using an AT&T-12STATE non-resale offering whereby AT&T-12STATE provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.
- 14.2 For those usage based charges where actual charge information is not determinable by AT&T-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.

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- 14.2.1 CLEC and AT&T-2STATE agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.
- 14.3 In states in which AT&T-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.4 of this Appendix.
- 14.4 The 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.
- 14.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.
- 14.6 For billing disputes arising from Intercarrier Compensation charges, the party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.
- 14.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.
15. **RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS**
- 15.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this

Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

16. SWITCHED ACCESS TRAFFIC

16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;
- (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).

16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission

to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

17. ALTERNATE TANDEM PROVIDER

- 17.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with AT&T-13STATE to (i) AT&T-13STATE's End User; (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-12STATE purchased on a wholesale basis to provide service to its End Users; and/or (iii) a Third Party Terminating Carrier's End User.
- 17.2 "Third Party Originating Carrier" means a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.
- 17.3 Third Party Terminating Carrier shall mean Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local Exchange Carrier (OE-LEC), AT&T-13STATE as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from AT&T-12STATE purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 17.4 When Alternate Tandem Provider sends Traffic originated by the End Users of CLEC functioning as the Third Party Originating Carrier to an End User of AT&T-13STATE who is functioning as the Third Party Terminating Carrier, CLEC is responsible for all Minutes of Use ("MOUs") billed by AT&T-13STATE for the termination of such traffic.

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APPENDIX INTERCARRIER COMPENSATION

**(AFTER FCC ORDER NO. 01-131, AGREEING TO
EXCHANGE ONLY ISP-BOUND TRAFFIC AT THE
FCC RATES IN CERTAIN STATES, WHERE
APPLICABLE)**

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s).
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local circuit switching purchased by CLEC from AT&T-13STATE on a wholesale basis (non-resale) and used in providing wireline local telephone exchange (dialtone) service to its end user customers.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. AT&T-13STATE will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an End User that is served by a carrier providing telecommunications services utilizing AT&T-13STATE's Resale Service.
- 1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

- 2.1 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 2.2 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 2.3 AT&T-4STATE - As used herein, AT&T-4STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 2.4 AT&T-7STATE - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.5 AT&T-8STATE - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA and AT&T CONNECTICUT, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.6 AT&T-10STATE - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 2.7 AT&T-12STATE - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.8 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT, the applicable AT&T-owned

ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

- 2.9 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 2.10 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 2.11 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 2.12 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 2.13 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 2.14 **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 doing business in Michigan.
- 2.15 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 2.16 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 2.17 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 2.18 **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.
- 2.19 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 2.20 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 2.21 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 2.22 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 2.23 **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.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the North American Numbering Plan (NANP) containing a unique three digit area code (NPA) and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In

addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

- 3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 3.4 For those usage based charges where actual charge information is not determinable by AT&T-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 14.2 below.
- 3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a third party telecommunications carrier who has purchased local switching from AT&T-13STATE on a wholesale basis (non-resale) which is used by such telecommunications carrier to provide wireline local telephone exchange service (dialtone) to its End Users. In no event will AT&T-13STATE have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-13STATE against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. AT&T-13STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-13STATE may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.
- 3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.
- 3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs. In AT&T CONNECTICUT, when CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis to provide service to its End Users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's End Users are not subject to intercarrier compensation as addressed in Section 4.7.3 below.
- 3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.
- 3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties

are obligated to exchange any specific type of traffic, nor the types of services to be offered by AT&T-13STATE pursuant to this agreement.

3.9.1 More specifically, and without limiting the foregoing Section 3.9, the parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within AT&T-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-13STATE. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, MCA Traffic, IntraLATA Toll Traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

- (i) Originates from an OE-LEC End User located in another ILEC's incumbent local exchange area and terminates to an AT&T-13STATE End User located in an AT&T-13STATE local exchange area or;
- (ii) Originates from an AT&T-13STATE End User located in an AT&T-13STATE local exchange area and terminates to an OE-LEC End User located in another ILEC's incumbent local exchange area.

4. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

4.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

4.2 AT&T-12STATE made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

AT&T-13STATE and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by AT&T-13STATE in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

4.2.1 Should a regulatory agency, court or legislature change or nullify the AT&T-13STATE's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among AT&T-13STATE, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

- 4.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among AT&T-13STATE, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 4.3 In AT&T-12STATE the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1, are set forth in this Section 4 and ISP-Bound Traffic, as defined in Section 5.1 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5.3.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that AT&T-12STATE has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004. Until and unless AT&T CONNECTICUT chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in this Section 4 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic for that particular state.
- 4.4 In instances where the originating carrier is originating telecommunications traffic over its own facilities (i.e., not leased or purchased from AT&T-13STATE), the following tandem serving rate elements are applicable on a terminating MOU basis and includes compensation for the following sub-elements:
- 4.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.
- 4.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
- 4.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.5 In instances where the originating carrier is originating telecommunications traffic over its own facilities (i.e., not leased or purchased from AT&T-13STATE), the following end office switching rate elements are applicable on a terminating MOU basis:
- 4.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.6 CLEC shall only be paid End Office Serving Rate Elements.
- 4.7 Intercarrier Compensation for Wholesale Local Switching Traffic
- 4.7.1 Where CLEC purchases local switching from AT&T-12STATE on a wholesale basis, CLEC will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T-12STATE is required to provide

CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

- 4.7.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T-12STATE and CLECs when CLEC purchases local switching from AT&T-12STATE on a wholesale basis:

4.7.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

4.7.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-12STATE and CLEC where CLEC's End User originates a call that is terminated to a AT&T-12STATE End User, such traffic shall be paid for reciprocally at the End Office Switch rate set forth in Appendix Pricing and as specified in Section 4.5 for the transport and termination of Section 251(b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 5.3.2 for the transport and termination of ISP-Bound Traffic.

- 4.7.3 In AT&T CONNECTICUT, when CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis to provide service to its End Users, AT&T CONNECTICUT will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's End Users. When CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis, CLEC can not seek intercarrier compensation from AT&T CONNECTICUT for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an AT&T CONNECTICUT End User or a third party carrier's End User.

5. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

- 5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and AT&T-13STATE in which the originating End User of one Party and the ISP served by the other Party are:

- both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

In states in which AT&T-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.4 of this Appendix.

- 5.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5 shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) AT&T-13STATE has made an offer as described in Section 4 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.

- 5.3 Intercarrier Compensation for ISP-Bound Traffic

- 5.3.1 The rates, terms, and conditions in Section 5 apply only to the termination of all ISP-Bound Traffic as defined in Section 5.1 and are subject to the rebuttable presumption.

- 5.3.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a minute of use basis, at \$.0007 per minute of use.
- 5.3.3 Payment of Inter-carrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.
- 5.4 ISP-Bound Traffic Rebuttable Presumption
- 5.4.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.4. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the reciprocal compensation rates set forth in Section 4 for Section 251(b)(5) Traffic, and the rates set forth in Section 5.3.2 for ISP-Bound Traffic. ISP-Bound Traffic is subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.
- 5.5 For purposes of this Section 5.5, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below.
- 5.5.1 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties which do not exceed a 3:1 terminating to originating ratio as set forth in Section 5.4 above, such traffic shall be defined as "In-Balance" traffic. Each party will invoice the other party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 4.0 for Section 251(b)(5) Traffic.
- 5.5.2 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 5.4 above, such traffic shall be defined as "Out-of-Balance" traffic. The Carrier whose traffic is "Out-of-Balance" will, on a monthly basis, calculate the amount of traffic that will be invoiced as follows: (1) for Section 251(b)(5) Traffic, the rates shall be the reciprocal compensation rates set forth in Section 4.0; (2) for ISP-Bound Traffic, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 5.3.2.

6. OTHER TELECOMMUNICATIONS TRAFFIC

- 6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
- 6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

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- 6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.
- 6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-12STATE.
- 6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.
- 6.2.4 Intentionally left blank
- 6.2.5 Pursuant to the Connecticut Commission Arbitration Award in Docket. 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic except ISP-Bound Traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6.2 above in AT&T CONNECTICUT. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.
- 6.2.6 Segregating and Tracking FX Traffic
- 6.2.6.1 For AT&T-12STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
- 6.2.6.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-12STATE.
- 6.2.6.3 Intentionally left blank
- 6.2.6.4 For AT&T CONNECTICUT, FX traffic must be identified as voice FX and ISP FX. AT&T CONNECTICUT will work with CLEC in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate the percentage of minutes of use that is attributable to FX traffic. For AT&T CONNECTICUT ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual minutes of use data. This plan will be applied on an individual CLEC basis.

6.2.6.4.1 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:

- (i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.
- (ii) Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU.
- (iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic, and ISP-Bound Traffic, as set forth in Section 5.3.2 above.
- (iv) Terminating carrier will not assess compensation charges to the ISP FX MOU in AT&T CONNECTICUT where such traffic is subject to a Bill and Keep Arrangement.
- (v) Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in AT&T CONNECTICUT.

6.2.6.4.2 The FX factor may be adjusted by the Parties on a quarterly basis.

6.2.6.5 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.2.6.5.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line for voice, data, video and multimedia.

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- MCA Traffic

6.5 The Parties agree that, for the purposes of this Appendix, either Parties' End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that the compensation mechanisms set forth in Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b),

Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 12; and/or (f) MCA Traffic are set forth in Section 8.

7. **OPTIONAL CALLING AREA TRAFFIC – AT&T ARKANSAS, AT&T KANSAS AND AT&T TEXAS**

- 7.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Sections 4.1 and 5.1 above. The transport and termination rate applies when AT&T ARKANSAS, AT&T KANSAS or AT&T TEXAS transports traffic and terminates it at its own switch.
- 7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and AT&T ARKANSAS, AT&T KANSAS and AT&T TEXAS are not precluded from establishing their own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. **MCA TRAFFIC -- AT&T MISSOURI**

- 8.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.
 - 8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
 - 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.
- 8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.
- 8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by AT&T SOUTHWEST REGION 5-STATE.

9. **PRIMARY TOLL CARRIER ARRANGEMENTS**

- 9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a third party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those states wherein Primary Toll Carrier arrangements are mandated and AT&T-13STATE is functioning as the PTC for a third party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

- (i) **AT&T-13STATE** shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. **AT&T-13STATE** shall pay the CLEC on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the CLEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the **AT&T-13STATE** Intrastate Access Service Tariff in the respective state; and/or
- (ii) **AT&T-13STATE** shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay **AT&T-13STATE** for the use of its facilities at the rates set forth in **AT&T-13STATE**'s Intrastate Access Service Tariff. CLEC shall pay the ILEC for the termination of such traffic originated from CLEC.

10. INTRALATA 800 TRAFFIC

- 10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

11. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

- 11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 11.8 AT&T-13STATE and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12. COMPENSATION FOR ORIGATION AND TERMINATION OF INTERLATA TRAFFIC

- 12.1 Where a CLEC originates or terminates its own end user InterLATA Traffic not subject to Meet Point Billing, the CLEC must purchase feature group access service from AT&T-13STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

13. INTRALATA TOLL TRAFFIC COMPENSATION

- 13.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an AT&T-13STATE's tariff in whose exchange area the End User is located.
- 13.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-13STATE's tariff in whose exchange area the End User is located.

14. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, OPTIONAL EAS TRAFFIC AND INTRALATA TOLL TRAFFIC

- 14.1 In AT&T-13STATE, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.
- 14.1.1 Where CLEC is using terminating recordings to bill intercarrier compensation, AT&T-12STATE will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a third party telecommunications carrier using an AT&T-12STATE non-resale offering whereby AT&T-12STATE provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.
- 14.2 For those usage based charges where actual charge information is not determinable by AT&T-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges. PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
- 14.2.1 CLEC and AT&T-2STATE agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal

business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

- 14.3 In states in which AT&T-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.4 of this Appendix.
- 14.4 The 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.
- 14.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.
- 14.6 For billing disputes arising from Intercarrier Compensation charges, the party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.
- 14.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

15. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 15.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order,

beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

16. SWITCHED ACCESS TRAFFIC

- 16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,
 - (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;
 - (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
 - (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).

- 16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

17. ALTERNATE TANDEM PROVIDER

- 17.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with AT&T-13STATE to (i) AT&T-13STATE's End User; (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-12STATE purchased on a wholesale basis to provide service to its End Users; and/or (iii) a Third Party Terminating Carrier's End User.
- 17.2 Third Party Originating Carrier shall mean a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.
- 17.3 Third Party Terminating Carrier shall mean a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local Exchange Carrier (OE-LEC), AT&T-13STATE as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from AT&T-12STATE purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 17.4 When Alternate Tandem Provider sends Traffic originated by the End Users of CLEC functioning as the Third Party Originating Carrier to an End User of AT&T-13STATE who is functioning as the Third Party Terminating Carrier, CLEC is responsible for all Minutes of Use ("MOUs") billed by AT&T-13STATE for the termination of such traffic.

APPENDIX RECORDING

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**APPENDIX RECORDING
(Recording, Message Processing And
Provision Of Interexchange Carrier Transported
Message Detail Appendix)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T-13STATE will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.
- 1.1.1 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.1.2 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.1.3 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.4 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.1.5 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.6 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. DEFINITIONS

- 2.1 **"Access Usage Record" (AUR)** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 **"Assembly and Editing"** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **"Billing Company"** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **"Billable Message"** - a message record containing details of a completed IXC transported call which is used to bill an end user.

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- 2.5 **"Centralized Message Distribution System" (CMDS)** - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between AT&T-13STATE and the Billing Company.
- 2.6 **"Data Transmission"** - the forwarding by AT&T-13STATE of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **"Exchange Message Interface" (EMI)** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **"Interexchange Carrier" (IXC)** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **"Interexchange Carrier Transported"** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **"Local Access and Transport Area" (LATA)** - service areas defined in FCC Docket 78-72.
- 2.11 **"Message Processing"** - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **"Originating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **"Provision of Message Detail"** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T-13STATE's internal network or national CMDS.
- 2.14 **"Record"** - a logical grouping of information as described in the programs that process information and create the data files.
- 2.15 **"Recording"** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format converted to EMI layout.
- 2.16 **"Service Switching Point" (SSP)** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **"Recording Company"** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **"Switching Control Point" (SCP)** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **"800 SCP Carrier Access Usage Summary Record" (SCP Record)** - a summary record which contains information concerning the quantity and types of queries launched to an AT&T-13STATE SCP.
- 2.20 **"Terminating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

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3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T-13STATE will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T-13STATE provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-13STATE-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T-13STATE.
- 3.2 AT&T-13STATE will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by AT&T-13STATE.
- 3.3 AT&T-13STATE will provide access usage records that are generated by AT&T-13STATE.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by AT&T-13STATE, during the billing period established by AT&T-13STATE and selected by CLEC.
- 3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by AT&T-13STATE and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 AT&T-13STATE will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both parties.
- 3.8 In Exhibit II, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided, except for AT&T-2STATE. For AT&T-2STATE, CLEC will identify the location and number of times each month the information should be provided via Appendix Data Exchange's Technical Requirements Form document. AT&T-13STATE reserves the right to limit the frequency of transmission to existing AT&T-13STATE processing and work schedules, holidays, etc.
- 3.9 AT&T-13STATE will determine the number data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of AT&T-13STATE will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T-13STATE.
- 3.11 When AT&T-13STATE receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, AT&T-13STATE will forward those messages to CLEC.
- 3.12 AT&T-13STATE will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.
- 3.13 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to AT&T-13STATE under the same terms and conditions of this Appendix.

4. BASIS OF COMPENSATION

- 4.1 AT&T-13STATE as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Appendix on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by AT&T-13STATE on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.
- 5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the other Party, its customers or end users.
- 5.6 Each Party also agrees to release, defend, indemnify and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Party's employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 Each Party makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

EXHIBIT I SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9:** This option has been withdrawn.
- Option #10:** Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

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TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option #11:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #12:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #13:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #14:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #15:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

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APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

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- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 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 doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 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.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 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.
- 1.25 The prices at which AT&T agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 Resale services are available in accordance with section 251(C)(4) of the Act and consistent with Section 2.12.1.3 of the General Terms and conditions of the Agreement.
- 2.2 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with AT&T-13STATE's obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by AT&T-13STATE at the discount set forth in Appendix Pricing.
- 2.3 AT&T-13STATE will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.4 Telecommunications Services will be offered by AT&T-13STATE to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.5 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T-13STATE provides the service, either at retail or through resale.

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3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by AT&T-13STATE to AT&T-13STATE's End Users through tariff(s), the rules and regulations associated with AT&T-13STATE's retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AT&T-13STATE to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding AT&T-13STATE retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in AT&T-13STATE's corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.3.1 This section applies only to AT&T TEXAS:
- 3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, AT&T TEXAS will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom AT&T-13STATE offers such services (for example, residence service shall not be resold to business End Users).
- 3.4.1 AT&T-13STATE - CLEC may only resell "special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific AT&T-13STATE tariffs.
- 3.4.2 This section applies only to AT&T SOUTHWEST REGION 5-STATE, AT&T WISCONSIN, AT&T OHIO and AT&T INDIANA:
- 3.4.2.1 Where available for resale according to associated retail state specific tariffs, CLEC may only resell AT&T SOUTHWEST REGION 5-STATE, AT&T WISCONSIN, AT&T OHIO and AT&T INDIANA low income assistance services, (e.g. LifeLine and Link-Up services), to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific AT&T SOUTHWEST REGION 5-STATE, AT&T WISCONSIN, AT&T OHIO and AT&T INDIANA tariffs.
- 3.4.3 This section applies only to AT&T CALIFORNIA, AT&T CONNECTICUT and AT&T ILLINOIS:
- 3.4.3.1 AT&T CALIFORNIA, AT&T CONNECTICUT and AT&T ILLINOIS LifeLine and Link-Up services are not available for resale.
- 3.4.3.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any

applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.4 This section applies only to AT&T NEVADA:

3.4.4.1 AT&T NEVADA low income assistance services, (e.g., LifeLine and Link-Up services) are available for resale for a maximum period of 90 days from contract approval date. The CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish the CLEC's own low income assistance service(s). At the end of the 90 day period, CLEC is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. CLEC will be responsible for designating its own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to AT&T NEVADA and AT&T MISSOURI:

3.5.2.1 Promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.2.2 Promotions of ninety (90) days or more are available to CLEC for resale at the applicable wholesale discount, state specific.

3.5.3 This section applies only to AT&T CALIFORNIA, AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT and AT&T ARKANSAS:

3.5.3.1 Promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.3.2 Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.

3.5.4 This section applies only to AT&T KANSAS, AT&T TEXAS and AT&T OKLAHOMA:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of AT&T-13STATE's corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AT&T-13STATE federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

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- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 AT&T-13STATE shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by AT&T-13STATE as the incumbent local exchange carrier.
- 3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges", and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale"; no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on AT&T-13STATE's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on AT&T-13STATE's network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If CLEC is in violation of any provision of this Appendix, AT&T-13STATE will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify AT&T-13STATE in writing that the violation has been corrected. AT&T-13STATE will bill CLEC a sum equal (i) the charges that would have been billed by AT&T-13STATE to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify AT&T-13STATE in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T-13STATE and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.13 AT&T-13STATE's services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.
- 3.14 This section applies only to AT&T SOUTHWEST REGION 5-STATE:
- 3.14.1 CLEC may convert current AT&T SOUTHWEST REGION 5-STATE End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the state of Kansas or Texas, and

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- 3.14.2 AT&T SOUTHWEST REGION 5-STATE and any other reseller of AT&T SOUTHWEST REGION 5-STATE local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the states of Arkansas, Kansas, Texas, Oklahoma or Missouri.
- 3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and AT&T SOUTHWEST REGION 5-STATE shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.
- 3.14.4 Responsibilities of CLEC in connection with Assumption of CSP Contract Conversions.
- 3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail AT&T SOUTHWEST REGION 5-STATE or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Arkansas and Kansas and 5.62% in Texas. CLECs may assume tariffed volume and term contracts at the wholesale discount of 8.0% in the states of Arkansas and Kansas and 8.04% in the state of Texas.
- 3.14.4.2 AT&T OKLAHOMA and AT&T MISSOURI tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.
- 3.14.4.3 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to AT&T SOUTHWEST REGION 5-STATE or any other local service provider reselling AT&T SOUTHWEST REGION 5-STATE local service.
- 3.14.4.4 If another reseller of AT&T SOUTHWEST REGION 5-STATE local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that AT&T SOUTHWEST REGION 5-STATE has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against AT&T SOUTHWEST REGION 5-STATE in connection with any conversion by another reseller of AT&T SOUTHWEST REGION 5-STATE local service of any CLEC End User(s) that has an existing CSP contract.
- 3.14.5 Responsibilities of AT&T SOUTHWEST REGION 5-STATE in connection with Assumptions of CSP Contract Conversions:
- 3.14.5.1 AT&T SOUTHWEST REGION 5-STATE will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.
- 3.14.5.2 AT&T SOUTHWEST REGION 5-STATE will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to AT&T SOUTHWEST REGION 5-STATE.
- 3.15 This section applies only to AT&T MIDWEST REGION 5-STATE:
- 3.15.1 AT&T MIDWEST REGION 5-STATE retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.
- 3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:
- 3.15.2.1 AT&T ILLINOIS tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.
- 3.15.2.2 AT&T MICHIGAN tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.42%.
- 3.15.2.3 AT&T OHIO, and AT&T WISCONSIN tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

- 3.15.2.4 AT&T INDIANA tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%.
- 3.15.2.5 Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost study.
- 3.15.2.6 AT&T MIDWEST REGION 5-STATE Non-Standard Service contracts may be assumed, but receive no wholesale discount.
- 3.15.3 If CLEC elects to terminate a AT&T MIDWEST REGION 5-STATE retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 E911 Emergency Service

- 4.1.1 The terms and conditions for reselling AT&T-13STATE 911 services are contained in Appendix 911.

4.2 White Pages

- 4.2.1 Subject to AT&T-13STATE's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T-13STATE will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and AT&T-13STATE practices are subject to change from time to time.
- 4.2.2 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.2.3 Liability Relating to End User Listings
 - 4.2.3.1 CLEC hereby releases AT&T-13STATE from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to AT&T-13STATE under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
 - 4.2.3.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend AT&T-13STATE and AT&T-13STATE's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and AT&T-13STATE, and/or against AT&T-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, AT&T-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse AT&T-13STATE for reasonable attorney's fees and other expenses incurred by AT&T-13STATE in handling and defending such demand, claim and/or suit.
- 4.2.4 Each CLEC subscriber will receive one copy per primary End User listing of AT&T-13STATE's White Pages directory in the same manner and at the same time that they are delivered to AT&T-13STATE's subscribers.

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- 4.2.5 If CLEC's End User already has a current AT&T-13STATE local White Pages directory, AT&T-13STATE shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.2.6 AT&T-8STATE will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide AT&T-8STATE with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to AT&T-8STATE approval. In those directories in which AT&T-8STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 4.2.7 At its request, CLEC may purchase one one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than AT&T-8STATE "Informational Page". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to AT&T-8STATE the "Informational Page" in the form of camera-ready copy.
- 4.3 Resale Operator Services and Directory Assistance (OS/DA)
- 4.3.1 The rates, terms and conditions for reselling AT&T-13STATE OS/DA services are contained in Appendix OS/DA and Appendix Pricing.
- 4.4 Payphone Services
- 4.4.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling AT&T-13STATE's services offered pursuant to the appropriate payphone section(s) of AT&T-13STATE's state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered AT&T-13STATE to compensate PSP customers of CLECs that resell AT&T-13STATE's services for certain calls originated from pay telephones. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation".
- 4.4.2 The Parties desire that AT&T-13STATE satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 4.4.3 AT&T-13STATE will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. AT&T-13STATE will pay Payphone Compensation to CLEC only for IntraLATA subscriber 8YY calls for which AT&T-13STATE provides the 8YY service to the subscriber and carries the call.
- 4.4.4 AT&T-13STATE will not be required to pay any Payphone Compensation for non-sent paid calls.
- 4.4.5 AT&T-13STATE will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if AT&T-13STATE deems it necessary to investigate a call or calls for possible fraud.
- 4.4.6 Where the capability exists, AT&T-13STATE will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. AT&T-13STATE will not automatically

issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to AT&T-13STATE on the bill. Where the capability to credit CLEC's bill does not exist, AT&T-13STATE will make payment by rendering a check.

- 4.4.7 Nothing in this Appendix entitles CLEC to receive or obligates AT&T-13STATE to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 4.4.8 CLEC represents and warrants that the only AT&T-13STATE services that CLEC will make available to PSPs as Payphone Lines are the payphone services that AT&T-13STATE offers pursuant to the appropriate payphone section(s) of AT&T-13STATE's state specific tariff(s) applicable in each state covered by this Appendix.
- 4.4.9 Except as provided otherwise in this Section 4.4.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If AT&T-13STATE pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from AT&T-13STATE.
- 4.4.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend AT&T-13STATE and AT&T-13STATE's officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:
 - 4.4.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or
 - 4.4.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or
 - 4.4.10.3 False representation by CLEC.
- 4.5 Suspension of Service
 - 4.5.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.
 - 4.5.2 AT&T-13STATE will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated AT&T-13STATE state specific retail tariff rate for company initiated suspension of service. Carrier Disconnect Service is the provider initiated suspension service available to CLECs in AT&T MIDWEST REGION 5-STATE. Service specifics may be obtained in state specific CLEC Handbooks.
 - 4.5.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
 - 4.5.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.
 - 4.5.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all

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appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. USE OF AT&T BRAND

- 5.1 Except where otherwise required by law, CLEC shall not, without AT&T-13STATE's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-13STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-13STATE in the provision of Telecommunications Services to CLEC's customers.

6. RESPONSIBILITIES OF AT&T-13STATE

- 6.1 AT&T-13STATE shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. AT&T-13STATE shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with AT&T-13STATE-provided interfaces, as outlined in Appendix OSS.
- 6.2 AT&T-13STATE shall implement CLEC service orders within the same time intervals AT&T-13STATE uses to implement service orders for similar services for its own End Users.
- 6.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by AT&T-13STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 6.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-13STATE trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling AT&T-13STATE will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-13STATE's network facilities, including those on End User premises.
- 6.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by AT&T-13STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 6.4 AT&T-13STATE will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay AT&T-13STATE the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)".
- 6.5 AT&T-13STATE shall make Telecommunications Services that AT&T-13STATE provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act, any and all obligations established by appropriate Commission(s) and other applicable limitations.
- 6.6 CLEC's End User's activation of Call Trace shall be handled by the AT&T-13STATE operations centers responsible for handling such requests. AT&T-13STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.
- 6.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

- 6.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify AT&T-13STATE against any Claim that insufficient information led to inadequate prosecution.
- 6.6.2 AT&T-13STATE shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 6.7 This section applies only to AT&T CALIFORNIA:
- 6.7.1 Cooperation on Fraud
- 6.7.1.1 Traffic Alert Referral Service
- 6.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order AT&T CALIFORNIA's TARS. In providing TARS to CLEC, AT&T CALIFORNIA notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that AT&T CALIFORNIA will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide AT&T CALIFORNIA with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. AT&T CALIFORNIA grants to CLEC a non-exclusive right to use the information provided by AT&T CALIFORNIA. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay AT&T CALIFORNIA a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service".
- 6.7.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. AT&T CALIFORNIA takes no responsibility, will not investigate, and will make no adjustments to CLEC's account(s) in cases of fraud or any other related End User dispute.
- 6.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, AT&T CALIFORNIA shall not be liable for any damages to CLEC or to any other person or entity for AT&T CALIFORNIA's actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold AT&T CALIFORNIA harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC's use of AT&T CALIFORNIA's TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of AT&T CALIFORNIA or its employees.
- 6.8 This section applies only to AT&T CALIFORNIA:
- 6.8.1 AT&T CALIFORNIA will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, AT&T CALIFORNIA will provide a recorded announcement of the CLEC name and number and AT&T CALIFORNIA will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to AT&T CALIFORNIA at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service". Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

7. RESPONSIBILITIES OF CLEC

- 7.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. AT&T-13STATE shall abide by the same applicable laws and regulations.
- 7.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies AT&T-13STATE or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.
- 7.2.1 AT&T-13STATE shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T-13STATE upon request and at no charge.
- 7.2.1.1 The following applies to AT&T MICHIGAN only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.
- 7.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, AT&T-13STATE is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 7.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If AT&T-13STATE, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, AT&T-13STATE shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee".
- 7.5 Should AT&T-13STATE receive an order from CLEC for services under this Appendix, and AT&T-13STATE is currently providing the same services to another local service provider for the same End User, CLEC agrees that AT&T-13STATE may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 7.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from AT&T-13STATE.
- 7.5.1 If AT&T-13STATE receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 7.5.2, then AT&T-13STATE shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 7.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from AT&T-13STATE.
- 7.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. AT&T-13STATE will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number ("WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay AT&T-13STATE for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC

agrees that AT&T-13STATE may change the per WTN charge, at AT&T-13STATE's sole discretion, so long as AT&T-13STATE provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. AT&T-13STATE grants to CLEC a non-exclusive right to use the LDR information provided by AT&T-13STATE. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

- 7.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by AT&T-13STATE directly to End Users and billed by AT&T-13STATE directly to End Users.

7.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AT&T-13STATE for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by AT&T-13STATE.

- 7.7 AT&T-13STATE shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by AT&T-13STATE directly to End Users and billed by AT&T-13STATE directly to End Users.

7.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

- 7.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems. Charges for Alternately Billed Calls shall be paid by CLEC at the rated value of the call less the appropriate State discount.

- 7.9 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-13STATE-provided interfaces as described in this Appendix and Appendix OSS.

- 7.10 CLEC shall be responsible for providing to its End Users and to AT&T-13STATE a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.

7.10.1 In the event that CLEC's End Users contact AT&T-13STATE with regard to repair requests, AT&T-13STATE shall inform such End Users to call CLEC and may provide CLEC's contact number.

- 7.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

- 7.12 CLEC will provide forecasts to AT&T-13STATE every January and July using the AT&T-13STATE network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

APPENDIX FOR ACCESS
TO AT&T INC.'S STRUCTURE
(POLES, CONDUITS, AND RIGHTS-OF-WAYS)

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APPENDIX FOR ACCESS TO AT&T INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS-OF-WAYS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights-of-Way (ROW), Conduits and Poles provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.6 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T CONNECTICUT**, and **AT&T NEVADA** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.10 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2. DEFINITIONS

- 2.1 **Definitions in General.** As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.17 except as the context otherwise requires.
- 2.2 **Authorized Contractor.** As used in this Agreement the term "Authorized Contractor" is used when referring to any contractor which is included on a list of contractors mutually approved by Attaching

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5. GENERAL PROVISIONS

- ## 6. DISCLAIMER OF WARRANTIES

7. DISPUTE RESOLUTION

- ## 8. INDEMNIFICATION

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breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of

8.2.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or

8.2.1.2 any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.

8.2.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any AT&T-13STATE pole, duct, conduit, or rights-of-way.

8.2.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any AT&T-13STATE pole, duct, conduit, or rights-of-way.

8.2.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

8.3 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold AT&T-13STATE harmless from any and all Claims, of every kind and character, made, brought, or sought against AT&T-13STATE by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:

8.3.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T-13STATE due to the placement or presence of Attaching Party's facilities on or within AT&T-13STATE's poles, ducts, conduits, or rights-of-way; or

8.3.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

8.4 Attaching Party's General Indemnity Obligations to AT&T-13STATE. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against AT&T-13STATE pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold AT&T-13STATE harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of AT&T-13STATE's poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Agreement, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of AT&T-13STATE's poles, ducts, conduits, or rights-of-way.

8.5 AT&T-13STATE's General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from

AT&T-13STATE's enforcement of its rights against Attaching Party pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, AT&T-13STATE shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with AT&T-13STATE's access to or use of AT&T-13STATE's poles, ducts, conduits, or rights-of-way, AT&T-13STATE's performance of any acts authorized under this Agreement, or the presence or activities of AT&T-13STATE's employees or other personnel acting on AT&T-13STATE's behalf on, within, or in the vicinity of AT&T-13STATE's poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

- 9.1 The parties agree that the Liabilities and limitations provisions of the General Terms and Conditions of the Interconnection Agreement shall apply under this agreement.

10. INSURANCE

- 10.1 The parties agree that the insurance provisions of the General Terms and Conditions of the Interconnection Agreement shall apply under this agreement.

11. ASSIGNMENT OF RIGHTS

- 11.1 Assignment Permitted. Neither party may assign, or otherwise transfer its rights or obligations, under this Agreement except as provided in this section.

- 11.1.1 AT&T-13STATE may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with AT&T-13STATE or which acquires or succeeds to ownership of substantially all of AT&T-13STATE's assets.

- 11.1.2 Overlashing of Attaching Party's facilities on AT&T-13STATE poles by a third party will be allowed under the following conditions:

- 11.1.2.1 The Overlashing entity must enter into an agreement with AT&T-13STATE for access to AT&T-13STATE Structures and abide by the terms and conditions of such an Occupancy Permit.

- 11.1.2.2 The Overlashing entity must obtain written approval from the Attaching Party and provide a copy to AT&T-13STATE prior to submitting a request for access to structure.

- 11.1.2.3 The Overlashing party must submit a written request for access to structure, and indicate on the request that the request is for Overlashing of an existing attachment of the Attaching Party in order to ensure that pole loadings are not exceeded.

- 11.1.2.4 The Overlashing entity is responsible for paying the fees for Overlashing in Appendix I and/or Appendix Pricing which are separate and in addition to the fees paid by the Attaching Party (e.g. the application fees and all make ready fees, etc.).

- 11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without AT&T-13STATE's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Agreement, subject to the express terms of this Agreement. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Agreement shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to AT&T-13STATE that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the

contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to AT&T-13STATE for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured AT&T-13STATE's prior written consent to the assignment or transfer, if necessary, and given AT&T-13STATE notice of the assignment or transfer pursuant to Section 11.3.

11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by AT&T-13STATE in writing, no assignment permitted by AT&T-13STATE under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.

11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. AT&T-13STATE may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.

11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Agreement and all occupancy permits subject to this Agreement shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to AT&T-13STATE's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of AT&T-13STATE's poles, ducts, conduits, and rights-of-way.

12.2 Individual occupancy permits subject to this Agreement shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or rights-of-way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to AT&T-13STATE's Structure shall not materially interfere with or impair service over any facilities of AT&T-13STATE or any Other User, cause material damage to AT&T-13STATE's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T-13STATE or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of AT&T-13STATE's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, AT&T-13STATE may limit, terminate or refuse access if Attaching Party violates this provision.
- 12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.
- 12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and
- 12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or
- 12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.
- 12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

- 13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

- 14.1 Information Provided by Attaching Party to AT&T-13STATE. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Attaching Party to AT&T-13STATE in connection with this Agreement (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about AT&T-13STATE facilities. This article does not limit the use by AT&T-13STATE of aggregate information relating to the occupancy and use of AT&T-13STATE's Structure by firms other than AT&T-13STATE (that is, information submitted by Attaching Party and aggregated by AT&T-13STATE in a manner that does not directly or indirectly identify Attaching Party).
- 14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to AT&T-13STATE in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.

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- 14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, AT&T-13STATE and persons acting on AT&T-13STATE's behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 14.3.1 posting information, as necessary, to AT&T-13STATE's outside plant records;
 - 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T-13STATE's Structure and any AT&T-13STATE facilities located on, within, or in the vicinity of such Structure;
 - 14.3.3 performing AT&T-13STATE's obligations under this Agreement and similar agreements with third parties;
 - 14.3.4 determining which of AT&T-13STATE's Structure are (or may in the future be) available for AT&T-13STATE's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T-13STATE's Structure;
 - 14.3.5 preparing cost studies;
 - 14.3.6 responding to regulatory requests for information;
 - 14.3.7 maintaining AT&T-13STATE's financial accounting records; and
 - 14.3.8 complying with other legal requirements relating to Structure.
- 14.4 Defense of Claims. In the event of a dispute between AT&T-13STATE and any person or entity, including Attaching Party, concerning AT&T-13STATE's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, AT&T-13STATE may utilize confidential or proprietary information submitted by Attaching Party in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T-13STATE's option:
- 14.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
 - 14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding AT&T-13STATE from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T-13STATE's option:
- 14.5.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
 - 14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

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15. ACCESS TO RIGHTS-OF-WAY

- 15.1 To the extent AT&T-13STATE has the authority to do so, AT&T-13STATE grants Attaching Party a right to use any rights-of-way for AT&T-13STATE poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on AT&T-13STATE's poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, rights-of-way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the AT&T-13STATE pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, rights-of-way, license, permit, permission, certification, or franchise within thirty (30) days of request by AT&T-13STATE. AT&T-13STATE does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.
- 15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 15.3 Access to Rights-of-Way Generally. At locations where AT&T-13STATE has access to third-party property pursuant to non-exclusive rights-of-way, AT&T-13STATE shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where AT&T-13STATE has obtained exclusive rights-of-way from third-party property owners or otherwise controls the rights-of-way, AT&T-13STATE shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits AT&T-13STATE to provide such access, and provided further that AT&T-13STATE's charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by AT&T-13STATE to obtain the rights-of-way, plus any other documented legal, administrative, and engineering costs incurred by AT&T-13STATE in obtaining the rights-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

- 16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to AT&T-13STATE's poles or occupying space in AT&T-13STATE's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Agreement and the Administrative Guide.
- 16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
- 16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
 - 16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");
 - 16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

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16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,

16.2.5 the AT&T-13STATE Structure Access Guidelines.

16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T-13STATE's manholes and access to AT&T-13STATE's conduit system.

16.3.1 Attaching Party will notify AT&T-13STATE not less than 5 business days in advance before entering AT&T-13STATE's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

16.3.2 An authorized employee or representative of AT&T-13STATE may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within AT&T-13STATE's conduit system. Attaching party must notify AT&T-13STATE when Attaching Party has completed such work in the conduit system. If AT&T-13STATE has not had the opportunity to complete the review, AT&T-13STATE will attempt to meet with Attaching Party's contractors to finalize the review. If AT&T-13STATE is not available when Attaching Party notifies AT&T-13STATE of their notice of completion then AT&T-13STATE will perform a post-construction inspection as described in section 26.1. Attaching Party shall reimburse AT&T-13STATE for costs associated with the presence of AT&T-13STATE's authorized employee or representative.

16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 AT&T-13STATE will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of AT&T-13STATE's Structure. Upon request, AT&T-13STATE will meet with the Attaching Party to clarify matters relating to maps, records or additional information. AT&T-13STATE does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of AT&T-13STATE, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to AT&T-13STATE's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 AT&T-13STATE will provide information currently available on the AT&T-13STATE's maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on AT&T-13STATE's maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on AT&T-13STATE's maps;

17.3.3 the footage between poles, if shown on AT&T-13STATE's maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 AT&T-13STATE will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by AT&T-13STATE.

17.5 AT&T-13STATE will expunge any confidential or proprietary information from its maps and records prior to providing access to the Attaching Party.

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17.6 AT&T-13STATE will:

17.6.1 Within five (5) business days after attaching party submits Billing Authorization to AT&T-13STATE, AT&T-13STATE will notify attaching party of the place and time that attaching party may view the Structure Records.

17.6.2 The viewing room must be reserved for a minimum of two (2) hours. Attaching Party may request additional time prior to the viewing date. AT&T-13STATE may not be able to provide attaching party with unscheduled additional time for viewing AT&T-13STATE Structure Records on the viewing date, but if unable will immediately make alternative arrangements that are mutually acceptable for the viewing of records as soon thereafter as possible.

17.6.3 AT&T-13STATE may make available at the Attaching Party's expense, an AT&T-13STATE representative with sufficient knowledge about AT&T-13STATE Structure Records to clarify matters relating to such Structure Records and to assist Attaching Party during their viewing.

17.7 Charges associated with map preparation, viewing and assistance will be on a Time and Material basis as set forth in the following Applicable Tariffs:

17.7.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.1.1

17.7.2 AT&T SOUTHWEST REGION 5-STATE - FCC No. 73, Access Services Tariff, Section 13.4.2(B)

17.7.3 AT&T-2STATE - FCC No. 1 Access Services Tariff, Section 13.1.1

17.7.4 AT&T CONNECTICUT - FCC No. 2 Access Services Tariff, Section 13.1.1

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified AT&T-13STATE poles or placing facilities within specified AT&T-13STATE ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Agreement, Attaching Party shall submit to AT&T-13STATE the appropriate AT&T-13STATE request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific AT&T-13STATE Structure. In addition, Attaching Party shall also:

18.2.1 submit payment for the estimate authorizing AT&T-13STATE or its contractor to complete the make-ready survey; or

18.2.2 advise AT&T-13STATE of its willingness to perform the proposed make-ready work itself or an Authorized Contractor if permissible in the application area.

18.2.3 confirm that Attaching Party has calculated storm loadings, guying, or pole class to ensure pole loadings are not exceeded and indicate if additional holding or loading capacity is required.

18.2.4 provide sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to AT&T-13STATE's poles or placed in AT&T-13STATE's conduit system.

18.3 Make-Ready Survey. A Make-Ready survey must be completed by AT&T-13STATE or, subject to the requirements and policies in each state, the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable AT&T-13STATE to:

18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to AT&T-13STATE structures;

18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare AT&T-13STATE's poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy;

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18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work; and

18.3.4 identify the owner of the pole.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

19.1 Selection of Space. AT&T-13STATE will select or approve the Attaching Party's selection of the space Applicant will occupy on AT&T-13STATE's poles or in AT&T-13STATE's conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Agreement. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by AT&T-13STATE, Attaching Party, and other parties entitled to access under applicable law.

19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by AT&T-12STATE, the pole, duct, and conduit space selected and/or approved by AT&T-12STATE in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 AT&T CALIFORNIA: The pole, duct, and conduit space selected and/or approved by AT&T-CALIFORNIA in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in AT&T CALIFORNIA only as detailed by the California Public Utility Commission.

19.2.3 AT&T-13STATE may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If AT&T-13STATE assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T-13STATE record if AT&T-13STATE has not occupied such assigned space within such 12 month period.

19.2.4 AT&T CONNECTICUT will make available on request municipal gain space in accordance with Connecticut State Statute 16-233.

19.2.5 AT&T CALIFORNIA: Space assignment is 9 months in California.

19.2.6 Notices and applications including assignment requests will be date and time stamped on receipt.

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to AT&T-13STATE Structure, AT&T-13STATE shall provide a written response to the application, except AT&T CONNECTICUT, which response time will be on a first come, first serve basis. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, AT&T-13STATE will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. AT&T-13STATE will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

20.2 If access is granted the response will further advise Attaching Party in writing of:

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare AT&T-13STATE's Structure, and

20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

- 20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either:
- 20.3.1 submit payment for the estimate authorizing AT&T-13STATE or its contractor to complete the make-ready work; or
 - 20.3.2 advise AT&T-13STATE of its willingness to perform the proposed make-ready work itself if permissible in the application area.
- 20.3.2.1 Make-ready work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T-13STATE's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T-13STATE or AT&T-13STATE's contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T-13STATE's Structures or interferes with any existing use of AT&T-13STATE's facilities or the facilities of any Other User.
- 20.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to AT&T-13STATE's poles or occupying space in AT&T-13STATE's conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in AT&T-13STATE's poles, ducts, conduits and rights of ways.
- 20.5 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AT&T-13STATE for the use of such additional capacity. If AT&T-13STATE utilizes additional space or capacity created at Attaching Party's expense, AT&T-13STATE will reimburse Attaching Party on a pro-rata basis for AT&T-13STATE's share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. AT&T-13STATE will notify the Attaching Party if AT&T-13STATE attaches facilities to additional capacity on AT&T-13STATE's Structure created at the Attaching Party's expense. AT&T-13STATE shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.
- 20.6 If Attaching Party utilizes space or capacity on any AT&T-13STATE Structure created at AT&T-13STATE's expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of AT&T-13STATE's capacity creation costs.
- 20.7 Occupancy Permit and Attachment. After all required make-ready work is completed, AT&T-13STATE will issue an occupancy permit confirming that Attaching Party may attach specified facilities to AT&T-13STATE's Structure.
- 20.8 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by AT&T-13STATE or Other User.
- *AT&T CALIFORNIA only: Space assignment shall not exceed nine (9) months in California.
- 20.9 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by AT&T-13STATE to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to AT&T-13STATE's poles and the placement of such facilities in

AT&T-13STATE's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

21.2 Responsibilities of Attaching Party. Attaching Party is responsible for the Authorized Contractors or contractors it selects.

21.2.1 As used in this Agreement, the term "Authorized Contractor" does not refer to contractors performing routine installation, maintenance, or repair work on Attaching Party's behalf or other contractors who may be selected by Attaching Party to perform work on Attaching Party's behalf without AT&T-13STATE's approval.

21.2.2 Subject to state specific requirements, Authorized Contractors have received certification from AT&T-13STATE to perform one or more of the following tasks within a specified AT&T-13STATE construction district, as applicable:

- (a) installation of those sections of Attaching Party's ducts or facilities which connect to AT&T-13STATE's conduit system;
- (b) installation of inner duct;
- (c) excavation work in connection with the removal of retired or inactive (dead) cables; or
- (d) Make-Ready work.

21.2.3 A person or entity approved as an Authorized Contractor is only an Authorized Contractor with respect to those tasks for which such person or entity has been approved by both parties and is an Authorized Contractor only in those AT&T-13STATE construction districts agreed to by both parties.

21.2.4 Designation of an Authorized Contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes, nor shall approval of an Authorized Contractor by one AT&T-13STATE's construction district constitute approval of such Authorized Contractor for the area served by a different AT&T-13STATE construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an Authorized Contractor shall, for the purposes of that job, be deemed to have been approved by all AT&T-13STATE construction districts in which the work is to be performed.

21.3 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide AT&T-13STATE with a construction schedule and thereafter keep AT&T-13STATE informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within AT&T-13STATE's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by AT&T-13STATE. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify AT&T-13STATE of such use and must either vacate the maintenance duct within 30 days or, with AT&T-13STATE's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was

an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 23.1 Notification of Planned Modifications. Attaching Party shall notify AT&T-13STATE in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a AT&T-13STATE Structure. The notice shall contain sufficient information to enable AT&T-13STATE to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.
- 23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same AT&T-13STATE Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

- 24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with AT&T-13STATE and other users in making rearrangements to AT&T-13STATE Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 24.2 Whenever feasible, AT&T-13STATE shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, AT&T-13STATE will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.
- 25.1.1 Nothing contained in this Agreement shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- 25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify AT&T-13STATE within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the AT&T-13STATE conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 25.3, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.
- 25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with AT&T-13STATE's consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable

replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such Attaching Party occupies the maintenance ducts. If Attaching Party fails to vacate the maintenance duct as described above, AT&T-13STATE may install a maintenance conduit at the Attaching Party's expense.

- 25.2 Designation of Emergency Repair Coordinators and Other Information. For each AT&T-13STATE construction district, Attaching Party shall provide AT&T-13STATE with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify AT&T-13STATE of changes to such information.
- 25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T-13STATE, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
- 25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.
- 25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- 25.3.3 AT&T-13STATE shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T-13STATE on a nondiscriminatory basis in accordance with the principles set forth in this section.
- 25.4 Emergency Pole Replacements.
- 25.4.1 When emergency pole replacements are required, AT&T-13STATE shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 25.4.2 If notified by AT&T-13STATE that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T-13STATE replacement pole, the transfer shall be in accordance with AT&T-13STATE's placement instructions.
- 25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T-13STATE and thereby authorize AT&T-13STATE (or any Other User sharing the pole with AT&T-13STATE) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.
- 25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse AT&T-13STATE for the costs incurred by AT&T-13STATE for work performed by AT&T-13STATE on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY AT&T-13STATE OF ATTACHING PARTY'S FACILITIES AND NOTICE OF NON-COMPLIANCE

- 26.1 Post-Construction Inspections. AT&T-13STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to AT&T-13STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T-13STATE will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-13STATE on the post-construction inspection.
- 26.2 Right to Make Periodic or Spot Inspections. AT&T-13STATE shall have the right, but not the obligation, to make Periodic or Spot Inspections of all facilities attached to AT&T-13STATE's Structure. Periodic Inspections will not be made more often than once every 2 years unless in AT&T-13STATE's judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.
- 26.3 If Attaching Party's facilities are in compliance with this Agreement, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Agreement, AT&T-13STATE may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- 26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Agreement, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to AT&T-13STATE's Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to AT&T-13STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, facilities must be brought into compliance upon notification.
- 26.5 Notice of Noncompliance. If, at any time, AT&T-13STATE determines that Attaching Party's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, AT&T-13STATE may send written notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the notice as soon as practicable. If Attaching Party does not dispute AT&T-13STATE's assertion that such facilities are not in compliance, Attaching Party agrees to provide AT&T-13STATE with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify AT&T-13STATE in writing when the facilities have been brought into compliance.
- 26.6 Disputes over Alleged Noncompliance. If Attaching Party disputes AT&T-13STATE's assertion that Attaching Party's facilities are not in compliance, Attaching Party shall notify AT&T-13STATE in writing of the basis for Attaching Party's assertion that its facilities are in compliance.
- 26.7 Failure to Bring Facilities into Compliance. If Attaching Party has not brought the facilities into compliance within a reasonable time or provided AT&T-13STATE with proof sufficient to persuade AT&T-13STATE that AT&T-13STATE erred in asserting that the facilities were not in compliance, and if AT&T-13STATE determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-13STATE's facilities or those of other users, AT&T-13STATE may, at its

option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.

- 26.8 Correction of Conditions by AT&T-13STATE. If AT&T-13STATE elects to bring Attaching Party's facilities into compliance, the provisions of this Section shall apply.

26.8.1 AT&T-13STATE will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T-13STATE's schedule for performing the work.

26.8.2 If Attaching Party's facilities have become detached or partially detached from supporting racks or wall supports located within a AT&T-13STATE manhole, AT&T-13STATE may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T-13STATE does not reattach Attaching Party's facilities, AT&T-13STATE shall endeavor to arrange with Attaching Party for the reattachment of any facilities affected.

26.8.3 AT&T-13STATE shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such notice, Attaching Party shall inspect the facilities and take such steps as Attaching Party may deem necessary to insure that the facilities meet Attaching Party's performance requirements.

- 26.9 Attaching Party to Bear Expenses. Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in AT&T-13STATE's Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.

- 27.2 Removal of Untagged Facilities. AT&T-13STATE may, without notice to any person or entity, remove from AT&T-13STATE's poles or any part of AT&T-13STATE's conduit system the Attaching Party's facilities, if AT&T-13STATE determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T-13STATE's poles or in AT&T-13STATE's conduit system.

- 27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to AT&T-13STATE's poles or anchors or within any part of AT&T-13STATE's conduit system, AT&T-13STATE, without prejudice to other rights or remedies available to AT&T-13STATE under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Agreement.

- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Agreement, Attaching Party shall acknowledge receipt of the notice and submit to AT&T-13STATE, in writing, an application for a new or amended occupancy permit with respect to such facilities.

- 27.5 Approval of Request and Retroactive Charges. If AT&T-13STATE approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to AT&T-13STATE for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall

not operate retroactively or constitute a waiver by AT&T-13STATE of any of its rights or privileges under this Agreement or otherwise.

- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from AT&T-13STATE's poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-13STATE licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment and/or occupancy fee as specified in Section 29 of this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at AT&T-13STATE's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to AT&T-13STATE or another Other User, and shall pay AT&T-13STATE for all costs incurred by AT&T-13STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, AT&T-13STATE shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, AT&T-13STATE may, at AT&T-13STATE's option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-13STATE's Facilities. No act or failure to act by AT&T-13STATE with regard to any unauthorized attachment or occupancy or unauthorized use of AT&T-13STATE's Structure shall be deemed to constitute a ratification by AT&T-13STATE of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

- 28.1 When Applicant no longer intends to occupy space on an AT&T-13STATE pole or in a AT&T-13STATE duct or conduit, Applicant will provide written notification to AT&T-13STATE that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.
- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from AT&T-13STATE's Structure.
- 28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to AT&T-13STATE's manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from AT&T-13STATE's Structure.
- 28.2 At AT&T-13STATE's request, Attaching Party shall remove from AT&T-13STATE's Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to AT&T-13STATE that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in AT&T-13STATE's Structure.

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- 28.3 Removal Following Termination of Occupancy Permit. Attaching Party shall remove its facilities from AT&T-13STATE's poles, ducts, conduits, or rights-of-way within 30 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from AT&T-13STATE's Structures within 30 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.
- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in AT&T-13STATE's Structure would cause a forfeiture of the rights of AT&T-13STATE to occupy the property where such Structure is located, AT&T-13STATE will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. AT&T-13STATE will give Attaching Party not less than 30 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of AT&T-13STATE's rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by AT&T-13STATE; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from AT&T-13STATE's Structure in accordance with the provisions of Sections 28.1-28.6 of this Agreement, AT&T-13STATE may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T-13STATE shall give Attaching Party not less than 30 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.
- 28.7 Removal of Facilities by AT&T-13STATE. If AT&T-13STATE removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse AT&T-13STATE for AT&T-13STATE's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

- 29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Agreement will be set forth in Exhibit I of this Appendix. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.
- 29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, AT&T-13STATE shall have the right to change the rates, charges and fees outlined in this Agreement. AT&T-13STATE will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Agreement, (2) terminate this Agreement, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

- 30.1 Bond May Be Required. AT&T-13STATE may require Attaching Party, Authorized Contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Agreement.
- 30.1.1 If a bond or similar form of assurance is required of Attaching Party, an Authorized Contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to AT&T-13STATE adequate proof that the bond remains in full force and effect and provide certification

from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing AT&T-13STATE 60 days written notice.

- 30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Agreement. In the event any lien, claim or demand is made on AT&T-13STATE by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, AT&T-13STATE may require, in addition to any security provided under Section 30.1 of this Agreement, that Attaching Party execute payment or performance bonds, or provide such other security, as AT&T-13STATE may deem reasonable or necessary to protect AT&T-13STATE from any such lien, claim or demand.

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APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

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- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 **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.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 **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.
- 1.25 The Prices at which **AT&T-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. TERMS AND CONDITIONS

- 2.1 **Lawful UNEs and Declassification.** This Agreement sets forth the terms and conditions pursuant to which **AT&T-13STATE** will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in **AT&T-13STATE**'s incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, **AT&T-13STATE** shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that **AT&T-13STATE** is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs."

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- 2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "**Declassified**."
- 2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.
- 2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1. If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Appendix Lawful UNE, it is the Parties' intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.
- 2.1.4 By way of example only, if terms and conditions of this Agreement state that AT&T-13STATE is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then AT&T-13STATE shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.
- 2.2 Nothing contained in the Agreement shall be deemed to constitute consent by AT&T-13STATE that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that AT&T-13STATE is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.
- 2.3 The preceding includes without limitation that AT&T-13STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-13STATE network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.
- 2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.
- 2.5 **Non-Impaired Wire Center Criteria and Related Processes**
- 2.5.1 AT&T-13STATE has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined pursuant to Rule

51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. AT&T-13STATE's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T-13STATE will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 2.5 of this Agreement shall be deemed to mean an Accessible Letter issued after the effective date of this Agreement, as set forth in this Section 2.5 of this Agreement.

- 2.5.2 If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T-13STATE wire center non-impairment designation, the CLEC will provide a self-certification to AT&T-13STATE identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T-13STATE as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T-13STATE claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T-13STATE. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T-13STATE shall provision the requested facilities in accordance with CLEC's order and within AT&T-13STATE's standard ordering interval applicable to such facilities. If AT&T-13STATE in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 2.5 of this Agreement, AT&T-13STATE will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.
- 2.5.3 The parties recognize that wire centers that AT&T-13STATE had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T-13STATE may add the wire center to the list of designated wire centers and the Parties will use the following process:
- 2.5.3.1 AT&T-13STATE may update the wire center list as changes occur.
- 2.5.3.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T-13STATE will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
- 2.5.3.3 AT&T-13STATE will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

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- 2.5.3.4 In the event the CLEC disagrees with AT&T-13STATE's determination and CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T-13STATE's determination regarding the wire center by providing a self-certification to AT&T-13STATE.
- 2.5.3.5 If the CLEC does not use the self-certification process described in this Section 2.5 of this Agreement to self-certify against AT&T-13STATE's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period described in Section 2.5.1 of this Agreement, whichever is later. For the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.
- 2.5.3.6 If the CLEC does provide self-certification to dispute AT&T-13STATE's designation determination within 60 calendar days of the issuance of the Accessible Letter, AT&T-13STATE may dispute CLEC's self-certification as described in Sections 2.5.5 and 2.5.6 of this Agreement and AT&T-13STATE will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 2.5.3.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 2.5.4 If the Commission has previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T-13STATE's designations.
- 2.5.5 If it desires to do so, AT&T-13STATE can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T-13STATE will notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this Agreement, whichever is later. AT&T-13STATE will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Agreement, whichever is later. AT&T-13STATE will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T-13STATE's failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Agreement, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T-13STATE of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T-13STATE shall promptly notify CLEC of any time where AT&T-13STATE has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T-13STATE may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 2.5.3 of this Agreement. During

the timeframe of any dispute resolution proceeding, AT&T-13STATE shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

2.5.5.1 For wire centers designated by AT&T-13STATE prior to March 11, 2005 and

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

2.5.5.1.1.1 CLEC will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider to this Agreement between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.5.1. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide a true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider of this Agreement. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

2.5.5.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or thirty days after AT&T-13STATE's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider of this Agreement. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

2.5.5.2 For wire centers designated by AT&T-13STATE after March 11, 2005,

2.5.5.2.1 For affected loop/transport elements ordered before AT&T-13STATE's wire center designation,

2.5.5.2.1.1 if the applicable transition period is within the initial TRRO transition period described in Section 2.5.1 of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) days after AT&T-13STATE's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 2.5.3.7 of this Agreement.

2.5.5.2.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 2.5.1 of this Agreement has expired, CLEC will provide a true-up based on the transitional rate described in Section 2.5.3.7 of this Agreement between the date that is thirty (30) days after AT&T-13STATE's notice of non-impairment and the end of the applicable transition period described in Section 2.5.1

and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

- 2.5.5.2.2 For affected loop/transport elements ordered after AT&T-13STATE's wire center designation, CLEC will provide a true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the later of the date billing began for the provisioned element or thirty (30) days after AT&T-13STATE's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.
- 2.5.6 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T-13STATE will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T-13STATE intends to rely, which will include the detailed business line information for the AT&T-13STATE wire center or centers that are the subject of the dispute.
- 2.5.7 The provisions of Section 2.5.1 of this Agreement shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 2.5.1 of this Agreement, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T-13STATE in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (e.g., prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 2.5.8 AT&T-13STATE will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T-13STATE will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 2.5.9 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 2.5.10 CLEC may not self-certify that it is entitled to obtain DS1/DS3 Loops or DS1/DS3 Dedicated Transport at a location where CLEC has met the volume cap set forth in Sections 8.3.4.4.1 and 8.3.5.4.1 (for DS1/DS3 Loops) and 13.3.5.1 and 13.3.6.1 (for DS1/DS3 Dedicated Transport).
- 2.5.11 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 2.5.1 of this Agreement, and if CLEC and AT&T-13STATE have failed to reach agreement under Section 2.5.8 of this Agreement as to a substitute service arrangement or element, then AT&T-13STATE may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part

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

- 2.6 AT&T-13STATE will provide access to Lawful UNES for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(3).
- 2.7 AT&T-13STATE will provide CLEC nondiscriminatory access to Lawful UNES (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):
 - 2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));
 - 2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));
 - 2.7.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Lawful UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c));
 - 2.7.4 In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));
 - 2.7.5 With technical information regarding AT&T-13STATE's network facilities to enable CLEC to achieve access to Lawful UNES (47 CFR § 51.307(e));
 - 2.7.6 Except as provided in this Appendix, without imposing limitations, restrictions, or requirements on requests for, or the use of, Lawful UNES for the service CLEC seeks to offer (47 CFR § 51.309(a));
 - 2.7.7 Where applicable, terms and conditions of access to Lawful UNES shall be no less favorable than terms and conditions under which AT&T-13STATE provides such elements to itself (47 CFR § 51.313(b));
 - 2.7.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2));
 - 2.7.9 Except upon request of CLEC, AT&T-13STATE shall not separate CLEC-requested Lawful UNES that are currently combined. (47 CFR § 51.315(b)) AT&T-13STATE is not prohibited from or otherwise limited in separating any Lawful UNES not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other AT&T-13STATE offering(s).
- 2.8 As provided for herein, AT&T-13STATE will permit CLEC exclusive use of a Lawful UNE facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of such a facility, AT&T-13STATE will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.9 AT&T-13STATE will maintain, repair, or replace Lawful UNES (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.10 To the extent technically feasible, the quality of the Lawful UNE and access to such Lawful UNE shall be at least equal to what AT&T-13STATE provides other telecommunications carriers requesting access to the Lawful UNE (47 CFR § 51.311(a), (b)).
- 2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.12 Lawful UNES provided to CLEC under the provisions of this Appendix shall remain the property of AT&T-13STATE.
- 2.13 Performance of Lawful UNES
 - 2.13.1 Each Lawful UNE will be provided in accordance with AT&T-13STATE Technical Publications or other written descriptions, if any, as changed from time to time by AT&T-13STATE at its sole discretion.

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- 2.13.2 Nothing in this Appendix shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules"). AT&T-13STATE will not discontinue any Lawful UNE that AT&T-13STATE is required to provide to CLEC under this Agreement unless and until: (i) AT&T-13STATE provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to AT&T-13STATE's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following AT&T-13STATE's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.
- 2.13.3 AT&T-13STATE may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for Lawful UNEs from affected wire center(s) may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension AT&T-13STATE places on itself for orders from its End Users and other CLEC customers.
- 2.13.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of AT&T-13STATE, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.14 Conditions for Access to Lawful UNEs
- 2.14.1 In order to access and use Lawful UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the Lawful UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Together, these conditions are the "Statutory Conditions" for access to Lawful UNEs. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify AT&T-13STATE immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify AT&T-13STATE shall constitute material breach of this Agreement.
- 2.14.1.1 By way of example, use of a Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a Lawful UNE pursuant to the Statutory Conditions.
- 2.14.1.2 By way of further example, CLEC may not access Lawful UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).
- 2.14.2 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis, in combination with other Lawful UNEs, with a network element possessed by CLEC, or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.
- 2.15 New Combinations Involving Lawful UNEs
- 2.15.1 Subject to the provisions hereof and upon CLEC request, AT&T-13STATE shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. v. FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

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- 2.15.1.1 Any combining obligation is limited solely to combining of Lawful UNES; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that AT&T-13STATE might offer pursuant to Section 271 of the Act.
- 2.15.2 In the event that AT&T-13STATE denies a request to perform the functions necessary to combine Lawful UNES or to perform the functions necessary to combine Lawful UNES with elements possessed by CLEC, AT&T-13STATE shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, AT&T-13STATE shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.15 of this Appendix.
- 2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State.
- 2.15.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as AT&T-13STATE being required to perform the functions necessary to combine Lawful UNES and to combine Lawful UNES with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, AT&T-13STATE is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following:
- 2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, AT&T-13STATE from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNES. Such rights, remedies, and arguments are expressly reserved by AT&T-13STATE. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect AT&T-13STATE from taking any position with respect to combinations including Lawful UNES or any issue or subject addressed or related thereto.
- 2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, AT&T-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.
- 2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by AT&T-13STATE, the Parties

shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNES and combine Lawful UNES with elements possessed by a requesting Telecommunications Carrier, and to eliminate any AT&T-13STATE obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNES and combine Lawful UNES with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

- 2.15.3.2 A new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 2.15.3.3 For a new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by AT&T-13STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.
- 2.15.3.4 Upon notice by AT&T-13STATE, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by AT&T-13STATE in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.3. For any such work done by AT&T-13STATE under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by AT&T-13STATE, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which CLEC wants AT&T-13STATE to perform the functions necessary to combine Lawful UNES or to perform the functions necessary to combine Lawful UNES with elements possessed by CLEC (as well as requests where CLEC also wants AT&T-13STATE to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 2.15.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s) sought to be combined and the needed location(s), the order in which the Lawful UNES and any CLEC elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an AT&T-13STATE Lawful UNE and the lawful network element(s) possessed by CLEC.
- 2.15.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by AT&T-13STATE under Section 2.15.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T-13STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC

requests AT&T-13STATE to perform work not required by Section 2.15.1, CLEC shall be charged a market-based rate for any such work.

2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.15 apply only in situations where each of the following is met:

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

2.15.5.2 AT&T-13STATE's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

2.15.5.3 AT&T-13STATE would not be placed at a disadvantage in operating its own network;

2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with AT&T-13STATE's network; and

2.15.5.5 CLEC is

2.15.5.5.1 unable to make the combination itself; or

2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if AT&T-13STATE informs CLEC of such need to combine.

2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation:

2.15.6.1 at an AT&T-13STATE premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

2.15.6.2 for AT&T CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement.

2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by AT&T-13STATE to CLEC. Thereafter, AT&T-13STATE may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs.

2.16 Conversion of Wholesale Services to Lawful UNEs

2.16.1 Upon request, AT&T-13STATE shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, AT&T-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.16.3 Except as agreed to by the Parties or otherwise provided hereunder, AT&T-13STATE shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. AT&T-13STATE may charge applicable service order charges and record change charges.

2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix.

2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or

continue using such the Lawful UNE or Lawful UNES that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNES, or Commingled Arrangement (as defined herein), AT&T-13STATE may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.

2.16.5.1 This Section 2.16.5 applies to any Lawful UNE or combination of Lawful UNES, including whether or not such Lawful UNE or combination of Lawful UNES had been previously converted from an AT&T-13STATE service.

2.16.5.2 AT&T-13STATE may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

2.16.6 In requesting a conversion of an AT&T-13STATE service, CLEC must follow the guidelines and ordering requirements provided by AT&T-13STATE that are applicable to converting the particular AT&T-13STATE service sought to be converted.

2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects AT&T-13STATE's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

2.17 Commingling

2.17.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNES, to one or more facilities or services that CLEC has obtained at wholesale from AT&T-13STATE, or the combining of a Lawful UNE, or a combination of Lawful UNES, with one or more such facilities or services. "Commingle" means the act of commingling.

2.17.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an AT&T-12STATE offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).

2.17.1.3 Commingling is not permitted, nor is AT&T-13STATE required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair AT&T-13STATE's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place AT&T-13STATE at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNES or to Interconnect with AT&T-13STATE's network.

2.17.1.4 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.17.1.5 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from AT&T-13STATE with Lawful UNES; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that AT&T-12STATE might offer pursuant to Section 271 of the Act.

2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, AT&T-13STATE shall permit CLEC to Commingle a Lawful UNE or a combination of Lawful UNES with facilities or services obtained at wholesale from AT&T-13STATE to the extent required by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

- 2.17.3 Upon request, and subject to this Section 2, AT&T-13STATE shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T-13STATE (as well as requests where CLEC also wants AT&T-13STATE to complete the actual Commingling), except that AT&T-13STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 2.17.1.3 applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, AT&T-13STATE's obligation to commingle ceases if AT&T-13STATE informs CLEC of such need to Commingle.
- 2.17.3.1 For purposes of Section 2.17.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from AT&T-13STATE are available to CLEC, including without limitation:
- 2.17.3.1.1 at an AT&T-13STATE central office where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
- 2.17.3.1.2 for AT&T CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement.
- 2.17.3.2 Section 2.17.3(ii) shall only begin to apply thirty (30) days after notice by AT&T-13STATE to CLEC. Thereafter, AT&T-13STATE may invoke Section 2.17.3(ii) with respect to any request for Commingling.
- 2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for AT&T-13STATE to perform the functions necessary to Commingle (as well as requests where CLEC also wants AT&T-13STATE to complete the actual Commingling), shall be made by CLEC in accordance with this Agreement.
- 2.17.4.1 AT&T-13STATE is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.
- 2.17.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from AT&T-13STATE sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.
- 2.17.4.2.1 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by AT&T-13STATE under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T-13STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests AT&T-13STATE to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work.
- 2.17.4.3 AT&T-13STATE shall charge the appropriate non-recurring rates as set forth in the pricing schedule(s) applicable to the Lawful UNEs (or Lawful UNE combinations) that are Commingled on a Lawful UNE-by-Lawful UNE basis, and for the facilities and services that are Commingled (under this Section 2) on a facility-by-facility, service-by-service basis,

including without limitation for the type of service and activity being requested to create the Commingled Arrangement.

- 2.17.5 AT&T-13STATE shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. AT&T-13STATE shall charge the rates for Lawful UNES (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.
- 2.17.6 Nothing in this Agreement shall impose any obligation on AT&T-13STATE to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that AT&T-13STATE shall not be obligated to Commingle network elements that do not constitute Lawful UNES, or where Lawful UNES are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.
- 2.17.7 In the event that Commingling also involves AT&T-13STATE performing the functions necessary to combine Lawful UNES (e.g., make a new combination of Lawful UNES), including making the actual Lawful UNE combination, then Section 2.16 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.17.8 Subject to this 2.17, AT&T-13STATE shall not deny access to a Lawful UNE or a combination of Lawful UNES on the grounds that one or more of the Lawful UNES is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from AT&T-13STATE.
- 2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, AT&T-12STATE's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T-12STATE offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNES under 47 U.S.C. § 251(c)(3).

2.18 Mandatory Eligibility Criteria for Access to Certain Lawful UNES

- 2.18.1 Except as provided below in this Section 2.18 or elsewhere in the Agreement and subject to this Section and Section 2.16, Conversion of Wholesale Services to UNES, of this Appendix, AT&T-13STATE shall provide access to UNES and combinations of UNES without regard to whether the CLEC seeks access to the UNES to establish a new circuit or to convert an existing circuit from a service to UNES.
- 2.18.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNES (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.18.2 AT&T-13STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an

unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

- 2.18.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.
- 2.18.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
 - 2.18.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T-13STATE local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and
 - 2.18.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and
 - 2.18.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
 - 2.18.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE; and
 - 2.18.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix Lawful UNE; and
 - 2.18.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix; and
 - 2.18.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, AT&T-13STATE shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE. Section 2.18.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.18.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

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- 2.18.3 A collocation arrangement meets the requirements of Section 2.18 of this Appendix Lawful UNE if it is:
- 2.18.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T-13STATE's premises within the same LATA as the End User's premises, when AT&T-13STATE is not the collocator; or
 - 2.18.3.2 Located at a third party's premises within the same LATA as the End User's premises, when AT&T-13STATE is the collocator.
- 2.18.4 An interconnection trunk meets the requirements of Sections 2.18.2.2.5 and 2.18.2.2.6 of this Appendix Lawful UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.
- 2.18.5 For a new circuit to which Section 2.18.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.18.2.2.1 and Section 2.18.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.18.2.2.1 and/or Section 2.18.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after AT&T-13STATE provisions such new circuit. CLEC must provide AT&T-13STATE with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.
- 2.18.5.1 Section 2.18.5 does not apply to existing circuits to which Section 2.18.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.18.2.2.1 and Section 2.18.2.2.3 requirements for existing circuits at the time it initiates the ordering process).
- 2.18.6 CLEC hereby agrees that by submitting an order to AT&T-13STATE for an Included Arrangement (whether new, as a result of a requested conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 2.18 as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification, and certification-by-order shall not diminish or otherwise affect CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section 2.18.
- 2.18.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with AT&T-13STATE.
- 2.18.7 In addition to any other audit rights provided for this Agreement and those allowed by law, AT&T-13STATE may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.18. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon AT&T-13STATE's written notice that an audit will be performed for that State, subject to Section 2.18.7.4 of this Section.
- 2.18.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.
 - 2.18.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.18.
 - 2.18.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

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- 2.18.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 2.18, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T-13STATE may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T-13STATE. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.18 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., AT&T-13STATE shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.
- 2.18.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.18, CLEC must reimburse AT&T-13STATE for the cost of the independent auditor and for AT&T-13STATE's costs in the same manner and using the same methodology and rates that AT&T-13STATE is required to pay CLEC's costs under Section 2.18.7.4.2.
- 2.18.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.18, AT&T-13STATE must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).
- 2.18.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.
- 2.18.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.18 in all cases and, further, the failure of AT&T-13STATE to require such compliance, including if AT&T-13STATE provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.18, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 2.19 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, AT&T-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.20 AT&T-13STATE will combine Lawful UNES, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix Lawful UNES.
- 2.21 The Parties intend that this Appendix Lawful UNES contains the sole and exclusive terms and conditions by which CLEC will obtain Lawful UNES from AT&T-13STATE. Accordingly, except as may be specifically permitted by this Appendix Lawful UNES, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNES (Lawful or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any AT&T-13STATE tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other

provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-13STATE to enforce the foregoing (including if AT&T-13STATE fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T-13STATE may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-13STATE may process any such order as being submitted under this Appendix Lawful UNEs and, further, may convert any element provided under tariff, to this Appendix Lawful UNEs, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

3. ACCESS TO LAWFUL UNE CONNECTION METHODS

- 3.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-13STATE shall provide Access to Lawful UNE without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
- 3.1.1 In the AT&T-13STATE premises where CLEC is Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Physical and Virtual Collocation Appendices) AT&T-13STATE will extend AT&T-13STATE Lawful UNEs via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T-13STATE premises where the Lawful UNEs are located.
- 3.1.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 3.1.3 CLEC shall refer trouble sectionalized in the AT&T-13STATE Lawful UNE to AT&T-13STATE.
- 3.1.4 Prior to AT&T-13STATE providing access to Lawful UNEs under this Appendix, CLEC and AT&T-13STATE shall provide each other with a point of contact for overall coordination.
- 3.1.5 CLEC shall designate each Lawful UNE being ordered from AT&T-13STATE. CLEC shall provide an interface to receive assignment information from AT&T-13STATE regarding location of the affected Lawful UNEs. This interface may be manual or mechanized.
- 3.1.6 AT&T-13STATE will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AT&T-13STATE shall be referred to such contact numbers.
- 3.2 Any other method may be requested by the BonaFide Request Process outlined in Section 6 below.

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6. BONA FIDE REQUEST

- 6.1 Subject to Section 2, AT&T-13STATE shall process BFR requests under the following terms and conditions in this subsection.
- 6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the AT&T-10STATE and AT&T NEVADA Territory. The Bona Fide Request process described in Item II of this Section 6 shall apply to each Bona Fide Request submitted in the AT&T CONNECTICUT Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the AT&T CALIFORNIA Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 6 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by AT&T-13STATE.

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6.3 Item I

AT&T-10STATE, AT&T NEVADA Bona Fide Request Process

- 6.3.1 A Bona Fide Request ("BFR") is the process by which CLEC may request AT&T-10STATE, AT&T NEVADA to provide CLEC access to an additional or new, undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required to be provided by AT&T-10STATE, AT&T NEVADA but that is not available under this Agreement at the time of CLEC's request.
- 6.3.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested Lawful UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 6.3.4 CLEC is responsible for all costs incurred by AT&T-10STATE, AT&T NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate AT&T-10STATE, AT&T NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:
- 6.3.4.1 Include with its BFR Application Form a \$2,000 deposit to cover AT&T-10STATE, AT&T NEVADA's preliminary evaluation costs, in which case AT&T-10STATE, AT&T NEVADA may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 6.3.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by AT&T-10STATE, AT&T NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 6.3.5 If CLEC submits a \$2,000 deposit with its BFR, and AT&T-10STATE, AT&T NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AT&T-10STATE, AT&T NEVADA will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay AT&T-10STATE, AT&T NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AT&T-10STATE, AT&T NEVADA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 6.3.7 AT&T-10STATE, AT&T NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt AT&T-10STATE, AT&T NEVADA will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once AT&T-10STATE, AT&T NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR AT&T-10STATE, AT&T NEVADA will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that AT&T-10STATE, AT&T NEVADA will offer the Request to CLEC or (ii) advise CLEC that AT&T-10STATE, AT&T NEVADA will not offer the Request. If AT&T-10STATE, AT&T NEVADA indicates

it will not offer the Request, AT&T-10STATE, AT&T NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Lawful UNE, or is otherwise not required to be provided by AT&T-10STATE, AT&T NEVADA under the Act and/or, (iii) that the BFR is not the correct process for the request.

- 6.3.9 If the Preliminary Analysis indicates that AT&T-10STATE, AT&T NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for AT&T-10STATE, AT&T NEVADA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by AT&T-10STATE, AT&T NEVADA within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to AT&T-10STATE, AT&T NEVADA all demonstrable costs as set forth above. Any request by CLEC for AT&T-10STATE, AT&T NEVADA to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, AT&T-10STATE, AT&T NEVADA shall provide to CLEC a BFR Quote.
- 6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse AT&T-10STATE, AT&T NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If AT&T-10STATE, AT&T NEVADA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T-10STATE, AT&T NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 6.3.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 6.3.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.

6.4 Item II

AT&T CONNECTICUT Bona Fide Request Process

- 6.4.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to AT&T CONNECTICUT, with the following exceptions:
- 6.4.2 Section 6.3.1 is amended to add the following: A CLEC may submit a BFR to request new Lawful UNEs, provided the request is not covered by one of the following conditions:
- 6.4.2.1 The Lawful UNEs requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.
- 6.4.2.2 The Lawful UNEs requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state Commission or an industry standards body.

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6.4.2.3 The Lawful UNES requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

6.4.2.4 If the request is covered by one of the conditions listed above, AT&T CONNECTICUT will make these items generally available.

6.4.3 Sections 6.3.3 and 6.3.4 are amended as follows: No charges apply for AT&T CONNECTICUT to prepare the Preliminary Analysis.

6.4.4 Section 6.3.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by AT&T CONNECTICUT after AT&T CONNECTICUT submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for AT&T CONNECTICUT to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time AT&T CONNECTICUT receives the written notice of cancellation from CLEC. However, if AT&T CONNECTICUT receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by AT&T CONNECTICUT or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: AT&T CONNECTICUT will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, AT&T CONNECTICUT will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once AT&T CONNECTICUT has received a complete and accurate BFR Application Form.

6.4.6 AT&T CONNECTICUT will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

6.4.7 For AT&T CONNECTICUT, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of the Department on the matter in dispute.

6.5 Item III

AT&T CALIFORNIA Bona Fide Request Process

6.5.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to AT&T CALIFORNIA, with the following exceptions:

6.5.2 Section 6.3.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which CLEC may request AT&T CALIFORNIA to provide CLEC access to an additional or new, undefined Lawful UNE.

6.5.3 Interconnection arrangement, or other (a "Request"), that is required to be provided by AT&T CALIFORNIA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

6.5.4 Section 6.3.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

*Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 6.5.5 Section 6.3.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, AT&T CALIFORNIA will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that AT&T CALIFORNIA will offer the request. The Preliminary Analysis provided by AT&T CALIFORNIA will include cost categories (material, labor and other) and high level costs for the request. AT&T CALIFORNIA will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier "yes" response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).
- 6.5.6 If the BFR is denied, AT&T CALIFORNIA will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new Lawful UNE, interconnection or other arrangement required by law.
- 6.5.7 If AT&T CALIFORNIA refers CLEC to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

7. NETWORK INTERFACE DEVICE

- 7.1 Subject to Section 2 of this Appendix Lawful UNE, AT&T-13STATE shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.
- 7.2 The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to AT&T-13STATE's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the Lawful UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T-13STATE offers nondiscriminatory access to the Lawful UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Lawful UNE NID is offered as specified below (AT&T-12STATE) or by tariff (AT&T CONNECTICUT).
- 7.3 AT&T-12STATE will permit CLEC to connect its local loop facilities to End Users' premises wiring through AT&T-12STATE's Lawful UNE NID, or at any other technically feasible point.
- 7.4 CLEC may connect to the End User's premises wiring through the AT&T-12STATE Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE NID required by CLEC will be performed by AT&T-12STATE based on Time and Material charges. AT&T-12STATE, at the request of CLEC, will disconnect the AT&T-12STATE local loop from the Lawful UNE NID, at charges reflected in the state specific Appendix Pricing.
- 7.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T-12STATE's Lawful UNE NID where necessary.
- 7.6 The AT&T-12STATE Lawful UNE NIDs that CLEC uses under this Appendix will be existing Lawful UNE NIDs installed by AT&T-12STATE to serve its End Users.
- 7.7 CLEC shall not attach to or disconnect AT&T-12STATE's ground. CLEC shall not cut or disconnect AT&T-12STATE's loop from the Lawful UNE NID and/or its protector. CLEC shall not cut any other leads in the Lawful UNE NID.

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- 7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with AT&T-12STATE's Lawful UNE NID, can disconnect the End User's wiring from AT&T-12STATE's Lawful UNE NID and reconnect it to the CLEC's NID.
- 7.9 If CLEC requests a different type of Lawful UNE NID not included with the loop, AT&T-12STATE will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

8. LAWFUL UNE LOCAL LOOP

- 8.1 Subject to Section 2 of this Appendix Lawful UNES, AT&T-13STATE shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.
- 8.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an AT&T-13STATE Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, AT&T-13STATE will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T-13STATE Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T-13STATE shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by AT&T-13STATE. The Lawful UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The Lawful UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), Lawful UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.4.4.1) and Lawful UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.5.4.1), where such loops are deployed and available in AT&T-13STATE wire centers. CLEC agrees to operate each loop type within applicable technical standards and parameters.
- 8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to AT&T-13STATE via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay AT&T-13STATE for any HVPE that is provisioned by AT&T-13STATE to CLEC in connection with the CLEC's Lawful UNE Local Loop order to the high voltage area.
- 8.3 The following types of Lawful UNE Local Loops will be provided at the rates, terms, and conditions set forth in this Appendix (AT&T-12STATE) or by tariff (AT&T CONNECTICUT) and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff (AT&T CONNECTICUT):
- 8.3.1 2-Wire Analog Loop
- 8.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 8.3.1.2 If CLEC requests one or more Lawful UNE loops serviced by Integrated Digital Loop Carrier (IDLC) AT&T-12STATE will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE loop at no additional charge to CLEC. If, however, no spare Lawful UNE loop is available, as defined above, AT&T-

12STATE will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.

8.3.2 4-Wire Analog Loop

8.3.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

8.3.3 2-Wire Digital Loop

8.3.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.

8.3.4 DS1 Digital Loop

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

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

8.3.4.3 The procedures set forth in Section 8.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

8.3.4.4 DS1 Loop "Caps"

8.3.4.4.1 AT&T-13STATE is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 Lawful UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-13STATE's option it may accept the order, but convert any requested DS1 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

8.3.5 DS3 Digital Loop

8.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the AT&T-13STATE Central Office to the end user premises.

8.3.5.2 DS3 Lawful UNE loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.5.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

8.3.5.4 DS3 Loop "Caps"

8.3.5.4.1 AT&T-13STATE is not obligated to provide to CLEC more than one (1) DS3 Lawful UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 Lawful UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-13STATE's option it may accept the order, but convert any requested DS3 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

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8.4 Declassification Procedure

- 8.4.1 **DS1**. Subject to the cap described in Section 8.3.4.4.1, **AT&T-13STATE** shall provide CLEC with access to a DS1 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 8.4.2 **DS3**. Subject to the cap described in Section 8.3.5.4.1, **AT&T-13STATE** shall provide CLEC with access to a DS3 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 8.4.3 **Effect on Embedded Base**. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as Lawful UNES under this Agreement, **AT&T-13STATE** will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.
- 8.4.3.1 Products provided by **AT&T-13STATE** in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Loops are Declassified.
- 8.4.4 The Parties agree that activity by **AT&T-13STATE** under this Section 8.4 shall not be subject to the Network Disclosure Rules.

8.5 Routine Network Modifications – Lawful UNE Local Loops

- 8.5.1 **AT&T-13STATE** shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. **AT&T-13STATE** shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.5.2 A routine network modification is an activity that **AT&T-13STATE** regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that **AT&T-13STATE** does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. **AT&T-13STATE** will place drops in the same manner as it does for its own customers.
- 8.5.3 Routine network modifications do not include constructing new Lawful UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility. **AT&T-13STATE** is not obligated to perform those activities for a requesting telecommunications carrier.

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- 8.5.4 AT&T-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-13STATE's retail customers.
- 8.5.5 AT&T-13STATE has no obligation to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 8.5.6 Notwithstanding anything to the contrary herein, AT&T-13STATE's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and do not apply to FTTH loops or FTTC loops.
- 8.5.7 AT&T-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T-12STATE), and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff, as such tariff may be modified from time to time (AT&T CONNECTICUT). AT&T-12STATE will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-12STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T-12STATE include, but are not limited to: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) in AT&T-California only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.
- 8.6 Lawful UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.16 of this Appendix.
- 8.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the AT&T-12STATE states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 9, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in this Section 9, the subloop provisions set forth in Section 9 shall control.

9. LAWFUL UNE SUBLOOPS

- 9.1 Subject to the other terms and conditions of this Appendix, AT&T-12STATE shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.
- 9.2 AT&T-12STATE will provide copper Lawful UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, AT&T CONNECTICUT does not offer Lawful UNE Subloops under this Agreement. Rather, Lawful UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.
- 9.2.1 A Lawful UNE Subloop is a smaller included segment of AT&T-12STATE's Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible terminal beyond AT&T-12STATE's central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which AT&T-12STATE's owns and controls inside the End User premises.

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9.3 Definitions Pertaining to the Lawful UNE Subloop

- 9.3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
- 9.3.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 9.3.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 9.3.4 "Digital Lawful UNE Subloop" may be deployed on non-loaded copper cable pairs of either 2 Wire or 4 Wire facilities. Where AT&T uses channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps Lawful UNE Subloop transport in a Multi Tenant Environment (MTE), such facilities will be unbundled as part of AT&T's MTE Sub Loop offering. AT&T-13STATE is not required to provide Subloop Dark Fiber on an unbundled basis.
- 9.3.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.
- 9.3.6 "MTE" for the purpose of Term To NID Lawful UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.
- 9.3.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.
- 9.3.8 "SAI/FDI-to-Term Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.
- 9.3.9 "SAI/FDI-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user's premise.
- 9.3.10 "SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, AT&T-12STATE will construct a SPOI only to those multiunit premises where AT&T-12STATE has distribution facilities to the premises and AT&T-12STATE either owns, controls, or leases the inside wire, if any, at such premises. If AT&T-12STATE has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. AT&T-12STATE's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a Lawful UNE Subloop via a SPOI.
- 9.3.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 9.3.12 "Term-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).

9.4 AT&T-12STATE will offer the following Lawful UNE Subloop types:

- 9.4.1 2-Wire Analog Lawful UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 9.4.2 4-Wire Analog Lawful UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

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- 9.4.3 Lawful UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to CLEC in the AT&T-12STATE states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.
- 9.4.4 As no other type of Subloop constitutes a Lawful UNE subloop, AT&T-13STATE is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and AT&T-13STATE provides a subloop(s) that is not described or provided for in this Agreement, AT&T-13STATE may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-13STATE to refuse to provide, including if AT&T-13STATE provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNES (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 9.5 Intentionally Left Blank.
- 9.6 Lawful UNE Subloops are provided "as is" unless CLEC requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 9.7 If a Term to NID Lawful UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Lawful UNE Subloop, and such Lawful UNE Subloop has been determined to be a non-defective pair, then that Lawful UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.
- 9.8 Copper Lawful UNE Subloops
- 9.8.1 Access to terminals for copper Lawful UNE Subloops is defined to include:
- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
 - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
 - the Terminal (underground or aerial).
- 9.9 CLEC may request access to the following copper Lawful UNE Subloop segments:
- | <u>FROM:</u> | <u>TO:</u> |
|---|--------------------------|
| 1. Serving Area Interface or
Feeder Distribution Interface | Terminal |
| 2. Serving Area Interface or
Feeder Distribution Interface | Network Interface Device |
| 3. Terminal | Network Interface Device |
| 4. NID | Stand Alone |
| 5. SPOI (Single Point of Interface) | Terminal |
| 6. SPOI (Single Point of Interface) | Terminal |

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9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE Subloop circuit(s).

9.10.2 Spare Lawful UNE Subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

- 9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the AT&T-12STATE switch/testing equipment will be lost.
- 9.11.2 CLEC shall isolate trouble to the AT&T-12STATE Lawful UNE Subloop portion of the CLEC's service before reporting trouble to AT&T-12STATE.
- 9.11.3 AT&T-12STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches AT&T-12STATE on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 9.11.4 Once all Lawful UNE Subloop access arrangements have been completed and balance of payment due AT&T-12STATE is received, the CLEC may place a LSR for Subloops at this location. Prices at which AT&T-12STATE agrees to provide CLEC with Lawful UNE Subloops are contained in the state specific Appendix Pricing.
- 9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, AT&T-12STATE repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, AT&T-12STATE will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

- 9.12.1 Prior to ordering Lawful UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T-12STATE Lawful UNE Subloop network.
- 9.12.2 The space available for collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Lawful UNE Subloop Access Arrangement Application.
- 9.12.3 Upon receipt of a complete and correct application, AT&T-12STATE will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.
- 9.12.4 The assignment of Lawful UNE Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering Lawful UNE Subloop facilities.
- 9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.
- 9.12.6 Several options exist for Collocation or Lawful UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 9.12.7 CLEC will be responsible for obtaining rights of way from owners of property where AT&T-12STATE has placed the equipment necessary for the SAA prior to submitting the request for SCA.

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- 9.12.8 Prior to submitting the Lawful UNE Subloop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.
- 9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to AT&T-12STATE written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. AT&T-12STATE will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, AT&T-12STATE will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 9.12.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a AT&T-12STATE technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into AT&T-12STATE's interconnection point.
- 9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA. This will allow AT&T-12STATE to properly engineer access to each SAI and to ensure AT&T-12STATE does not provide more available terminations than the CLEC expects to use.
- 9.12.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their Lawful UNE Subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 9.12.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 9.12.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay AT&T-12STATE for removal of their facilities from the SAA.
- 9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points
- 9.13.1 SAI/FDI, ECS, SPOI, or Terminal
- 9.13.1.1 CLEC cable to be terminated in a AT&T-12STATE SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
- 9.13.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T-12STATE will terminate on available binding posts in the SAI/FDI or Terminal.
- 9.13.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T-12STATE will stub out a cable from the SAI/FDI or Terminal, which AT&T-12STATE will splice to the CLEC cable at the meet point.
- 9.13.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.

- 9.14 Relocation of Existing ILEC/CLEC Facilities Involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID
- 9.14.1 AT&T-12STATE shall notify CLEC of pending relocation as soon as AT&T-12STATE receives such notice.
- 9.14.2 CLEC shall notify AT&T-12STATE of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.
- 9.14.3 AT&T-12STATE shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and AT&T-12STATE engineer.
- 9.14.4 CLEC shall notify AT&T-12STATE of acceptance or rejection of the new SCA within 10 business days of its receipt of AT&T-12STATE's estimate.
- 9.14.5 Upon acceptance of the AT&T-12STATE estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify AT&T-12STATE of their acceptance of estimate costs.
- 9.14.6 Should CLEC decide not to continue the SAA, CLEC will notify AT&T-12STATE as to the date that AT&T-12STATE may remove CLEC's facilities from that SAA. CLEC will pay AT&T-12STATE for all costs associated with the removal of the CLEC's SAA.
- 9.14.7 In the event that CLEC does not respond to AT&T-12STATE in time to have their facilities relocated, AT&T-12STATE shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.
- 9.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Lawful UNE Subloop Segment
- 9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease AT&T-12STATE Term to NID Lawful UNE Subloop segments in order to serve its End Users at MTEs in AT&T-12STATE ("Term to NID MTE Lawful UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from AT&T-12STATE within the intermediary box (in order to obtain access to AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments). In the event CLEC wishes to access AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:
- 9.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the AT&T terminal.
- 9.15.1.2 The intermediary box shall contain blocks that meet AT&T-12STATE's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the AT&T-12STATE technician the ability to run jumper/cross connect from AT&T-12STATE terminal to the intermediary box.
- 9.15.1.3 CLEC agrees that the AT&T-12STATE technician shall run the jumper/cross-connect from AT&T-12STATE's serving terminal to CLEC's intermediary box, in order for CLEC to access AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments in AT&T-12STATE. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's intermediary box.
- 9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from AT&T-12STATE.

- 9.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T-12STATE associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Lawful UNE Subloop Segment including, without limitation: transferring the End User's service from AT&T-12STATE to CLEC, providing AT&T-12STATE with CFA prior to ordering and the assigning of a specific Term to NID MTE Lawful UNE Subloop Segment(s).
- 9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to AT&T-12STATE by CLEC via a Local Service Request ("LSR").
- 9.15.1.7 AT&T-12STATE will upon receipt of the LSR from CLEC for a Term to NID MTE Lawful UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the AT&T-12STATE terminal to the CLEC intermediary box. AT&T-12STATE must have access to the intermediary box for completion of the order.
- 9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Lawful UNE Subloop Segments in AT&T-12STATE only, CLEC may elect to lease from AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from AT&T-12STATE in lieu of AT&T-12STATE's standard Term to NID MTE Lawful UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.
- 9.16 Establishment of Term to NID MTE Lawful UNE Subloop Segment When No Intermediary Box is Installed
- 9.16.1 In those instances where CLEC elects not to install an intermediary box or to have AT&T-12STATE install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from AT&T-12STATE in lieu of AT&T-12STATE's standard Term to NID MTE Lawful UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, AT&T-12STATE will provide CLEC with access to the Term To NID MTE Lawful UNE Subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to two feet of exposed wire at AT&T-12STATE's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's terminal.
- 9.16.2 If CLEC elects this option to obtain access to the Term To NID MTE Lawful UNE Subloop in an MTE Environment, neither the AT&T-12STATE SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the AT&T-12STATE cross- connect, AT&T-12STATE could not require any CFA information from CLEC.

10. ENGINEERING CONTROLLED SPLICE (ECS)

- 10.1 Subject to the other terms and conditions of this Appendix, AT&T-12STATE shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.

- 10.2 AT&T-12STATE will also make available an Engineering Controlled Splice (ECS), which will be owned by AT&T-12STATE, for CLECs to gain access to Lawful UNE Subloops at or near remote terminals.
- 10.3 The ECS shall be made available for Lawful UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
- 10.3.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that AT&T-12STATE will construct any Lawful UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If AT&T-12STATE elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.
- 10.3.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T-12STATE places more pairs at the splice.
- 10.3.3 Although AT&T-12STATE will construct the engineering controlled splice, the ECS maybe owned by AT&T-12STATE or the CLEC (depending on the specific arrangement) at the option of AT&T-12STATE.
- 10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 10.3.5 AT&T-12STATE may require a separate SCA for each remote terminal site.
- 10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE Subloop is to be provisioned by AT&T-12STATE. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. AT&T-12STATE will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, AT&T-12STATE will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 10.4 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
- 10.4.1 Dedicated Facility Option (DFO)
- 10.4.1.1 CLEC may request AT&T-12STATE splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent Lawful UNE Subloop orders.
- 10.4.1.2 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
- 10.4.1.3 CLECs will compensate AT&T-12STATE for each of the dedicated Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE Subloops dedicated to the CLEC between the ECS and the SAI.

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10.4.2 Cross-connected Facility Option (CFO)

10.4.2.1 CLEC may request AT&T-12STATE build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T-12STATE cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T-12STATE cabling.

10.4.2.3 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

10.4.2.4 CLECs will compensate AT&T-12STATE for the charges incurred by AT&T-12STATE derived from the CLEC's request for the SCA.

10.5 The introduction of an ECS creates the following additional copper Lawful UNE Subloop segments:

FROM:

TO:

- | | |
|--------|---|
| 1. ECS | Serving Area Interface or Feeder Distribution Interface |
| 2. ECS | Terminal |
| 3. ECS | NID |

11. RESERVED FOR FUTURE USE

12. RESERVED FOR FUTURE USE

13. DS1 AND DS3 DEDICATED TRANSPORT

13.1 Subject to Section 2 of this Appendix Lawful UNES, AT&T-13STATE shall provide Lawful UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.

13.2 For purposes of this Agreement, the following definitions apply:

13.2.1 "Dedicated Transport" is defined as AT&T-13STATE interoffice transmission facilities between wire centers or switches owned by AT&T-13STATE, or between wire centers or switches owned by AT&T-13STATE and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.

13.2.1.1 AT&T-13STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-13STATE wire centers.

13.2.2 A "route" is defined as a transmission path between one of AT&T-13STATE's wire centers or switches and another of AT&T-13STATE's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

13.3 AT&T-13STATE will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE DS1/DS3 Dedicated Transport.

13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, Lawful UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.

13.3.2 Other than as specifically set forth elsewhere in this Agreement, AT&T CONNECTICUT does not offer Lawful UNE DS1/DS3 Dedicated Transport under this Agreement. Rather, it is available as described in Section 18 of the Connecticut Access Service Tariff.

13.3.3 AT&T-13STATE will provide Lawful UNE DS1 and DS3 Transport to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

13.3.4 Lawful UNE DS1 and DS3 Transport includes, as follows:

13.3.4.1 Multiplexing – an option ordered in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Lawful UNE DS1 or DS3 Dedicated Transport.

13.3.4.2 Other Optional features are outlined in Appendix Pricing.

13.3.5 DS3 Transport "Caps"

13.3.5.1 **AT&T-13STATE** is not obligated to provide to CLEC more than twelve(12) DS3 Lawful UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **AT&T-13STATE's** option it may accept the order, but convert any requested DS3 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

13.3.6 DS1 Transport "Caps"

13.3.6.1 **AT&T-13STATE** is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **AT&T-13STATE's** option it may accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.

13.4 Diversity

13.4.1 When requested by CLEC, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Lawful UNE Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 **AT&T-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **AT&T-12STATE** for CLEC specific diversity, **AT&T-12STATE** will advise CLEC of the applicable additional charges. **AT&T-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Declassification Procedure

13.5.1 Wire Center "Tiers" -- For purposes of this Section 13.5 (and Section 14 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

- (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

(ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

(iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

13.5.2 DS1 Transport Declassification

13.5.2.1 Subject to the cap described in Section 13.3.6, AT&T-13STATE shall provide CLEC with access to Lawful UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such AT&T-13STATE must provide Lawful UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).

13.5.3 DS3 Transport Declassification

13.5.3.1 Subject to the cap described in Section 13.3.5, AT&T-13STATE shall provide CLEC with access to Lawful UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such AT&T-13STATE must provide Lawful UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).

13.5.4 **Effect on Embedded Base.** Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as Lawful UNEs under this Agreement, AT&T-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.

13.5.5 Products provided by AT&T-13STATE in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Transport is Declassified.

13.6 The Parties agree that activity by AT&T-13STATE under this Section 13.5 shall not be subject to the Network Disclosure Rules.

13.7 Routine Network Modifications – Lawful UNE Dedicated Transport

13.7.1 AT&T-13STATE shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. AT&T-13STATE shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

13.7.2 A routine network modification is an activity that AT&T-13STATE regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable and deploying a multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable. Routine network modifications do not include the installation of new aerial or buried cable for a requesting

telecommunications carrier, and AT&T-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

- 13.7.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.
- 13.7.4 AT&T-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-13STATE's retail customers.
- 13.7.5 Notwithstanding anything to the contrary herein, AT&T-13STATE's obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.
- 13.7.6 AT&T-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T-12STATE), and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff, as such tariff may be modified from time to time (AT&T CONNECTICUT). AT&T-13STATE will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-12STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T-12STATE include, but are not limited to: (i) splicing and (ii) in AT&T CALIFORNIA only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications through applicable state commission proceedings.

14. DARK FIBER DEDICATED TRANSPORT

- 14.1 Subject to Section 2 of this Appendix Lawful UNES, AT&T-12STATE shall provide Lawful UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. AT&T-13STATE is not required to provide Loop and/or Subloop Dark Fiber on an unbundled basis.
- 14.2 In AT&T-12STATE, Dedicated Transport Dark Fiber is deployed, unlit optical fiber within AT&T-12STATE's network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement, AT&T CONNECTICUT does not offer dedicated transport dark fiber under this Agreement; rather, unbundled dedicated transport dark fiber is available to CLECs as described in Section 18.2.1N of the Connecticut Service Tariff.
- 14.3 Lawful UNE Dedicated Transport Dark Fiber
 - 14.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, AT&T-12STATE will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as AT&T-12STATE dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within AT&T-12STATE's network, connecting AT&T-12STATE switches or wire centers within a LATA. AT&T-12STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-12STATE wire centers. AT&T-12STATE will offer Lawful UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each AT&T-12STATE CO where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.
- 14.4 A "route" is defined as a transmission path between one of AT&T-12STATE's wire centers or switches and another of AT&T-12STATE's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or

switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares, fibers set aside and documented for AT&T-12STATE's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

14.6 Determining Spare Fibers

14.6.1 AT&T-12STATE will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares

14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares

14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares

14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares

14.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

14.6.1.3 AT&T-12STATE growth fibers. Fibers documented as reserved by AT&T-12STATE for utilization for growth within the 12 month-period following the carrier's request.

14.6.2 The appropriate AT&T-12STATE engineering organization will maintain records on each fiber optic cable for which CLECs request Lawful UNE Dedicated Transport Dark Fiber.

14.7 Quantities and Time Frames for Ordering Lawful UNE Dedicated Transport Dark Fiber

14.7.1 The minimum number of Lawful UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, AT&T-12STATE will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 14.6 above.)

14.7.2 If CLEC wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, AT&T-12STATE will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.

14.7.3 Lawful UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do

not serve to reserve Lawful UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.

14.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber

14.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, AT&T-12STATE's right of revocation of access under this Section 14.9 applies even when the affected dedicated transport dark fiber remains a Lawful UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 14.8.

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

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

14.9 Access Methods Specific to Lawful UNE Dedicated Transport Dark Fiber

14.9.1 The termination point for Lawful UNE Dedicated Transport Dark Fiber at Central Offices will be in an AT&T-12STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's, Lawful UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.

14.10 Installation and Maintenance for Lawful UNE Dedicated Transport Dark Fiber

14.10.1 AT&T-12STATE will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. CLEC will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to the CLEC.

14.11 Dark Fiber Transport Declassification

14.11.1 AT&T-13STATE shall provide CLEC with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers.

As such AT&T-13STATE must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).

14.11.2 **Effect on Embedded Base.** Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNES under this Agreement, AT&T-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 and at the end of the notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of AT&T-12STATE.

14.11.3 Products provided by AT&T-12STATE in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.

14.11.4 The Parties agree that activity by AT&T-12STATE under this Section 14.11 shall not be subject to the Network Disclosure Rules.

14.12 Routine Network Modifications

- 14.12.1 AT&T-12STATE shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. AT&T-12STATE shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.
- 14.12.2 A routine network modification is an activity that AT&T-12STATE regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and AT&T-12STATE is not obligated to perform those activities for a requesting Telecommunications Carrier.
- 14.12.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.
- 14.12.4 AT&T-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-13STATE's retail customers.
- 14.12.5 Notwithstanding anything to the contrary herein, AT&T-13STATE's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.
- 14.12.6 AT&T-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T-12STATE), and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff, as such tariff may be modified from time to time (AT&T CONNECTICUT). AT&T-12STATE will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-12STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T-12STATE's include: dark fiber transport splicing. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.

15. RESERVED FOR FUTURE USE

16. 911 OR E911 DATABASE

- 16.1 Access to the AT&T-13STATE 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix.

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T-13STATE's databases and information. AT&T-13STATE will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

- 18.1 AT&T-13STATE shall provide Cross Connects under this Appendix only for purposes of permitting CLEC to access AT&T-13STATE Lawful UNE(s), to connect a Lawful UNE to another Lawful UNE, to Commingle (as provided for in this Agreement), or as may otherwise be used with respect to Lawful UNES in accordance with this Agreement. AT&T-13STATE shall provide Cross Connects under the following terms and conditions in this subsection. AT&T-13STATE shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting CLEC to connect AT&T-13STATE Lawful UNE(s) to other Lawful UNE(s) or to CLEC's own facilities.
- 18.2 A "Cross Connect" is the media used as described in Section 18.1. This includes, for example, the media between a AT&T-13STATE Lawful UNE and the point of access associated with an Interconnection Cable Arrangement to CLEC's Collocation arrangement, and the media between one AT&T-13STATE Lawful UNE and another AT&T-13STATE Lawful UNE where AT&T-13STATE has connected or left connected those Lawful UNES. Nothing in this Section 18 is a commitment to connect or leave connected any two or more Lawful UNES.
- 18.3 AT&T-12STATE will provide the Cross Connects at the rates, terms, and conditions set forth in applicable pricing appendix and/or pricing schedule. For all cross-connect pricing for AT&T CONNECTICUT, refer to the applicable state tariff.

19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

- 19.1 Access to Lawful UNES is provided under this Agreement over such routes, technologies, and facilities as AT&T-13STATE may elect at its own discretion. AT&T-13STATE will provide access to Lawful UNES where technically feasible. Where facilities and equipment are not available, AT&T-13STATE shall not be required to provide Lawful UNES. Collocation is available from AT&T-13STATE for obtaining access to Lawful UNES. See collocation appendices. CLEC may request, through the Bona Fide Request (BFR) process, and, to the extent required by law, AT&T-13STATE may agree to provide an alternative, technically feasible method(s) of accessing Lawful UNES.
- 19.2 Subject to the terms herein, AT&T-13STATE is responsible only for the installation, operation and maintenance of the Lawful UNES it provides. AT&T-13STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNES.
- 19.3 Where Lawful UNES provided to CLEC are dedicated to a single End User, if such Lawful UNES are for any reason disconnected they shall be made available to AT&T-13STATE for future provisioning needs, unless such Lawful UNE is disconnected in error. The CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of a CLEC's End User's service.
- 19.4 CLEC shall make available at mutually agreeable times the Lawful UNES provided pursuant to this Appendix in order to permit AT&T-13STATE to test and make adjustments appropriate for maintaining the Lawful UNES in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 19.5 CLEC's use of any AT&T-13STATE Lawful UNE, or of its own equipment or facilities in conjunction with any AT&T-13STATE Lawful UNE, will not materially interfere with or impair service over any facilities of AT&T-13STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, AT&T-13STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Lawful UNE(s) causing the violation.
- 19.6 When a AT&T-13STATE provided tariffed or resold service is replaced by CLEC's facility-based service using any AT&T-13STATE provided Lawful UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNES. These requests will be processed by AT&T-13STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly,

when an End User is served by one CLEC using AT&T-13STATE provided Lawful UNEs is converted to a different CLEC's service which also uses any AT&T-13STATE provided Lawful UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by AT&T-13STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.

- 19.7 CLEC shall connect equipment and facilities that are compatible with the AT&T-13STATE Lawful UNEs, and shall use Lawful UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 19.8 CLEC shall not combine or use Lawful UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with AT&T-13STATE's network.
 - 19.8.1 AT&T-13STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and AT&T-13STATE dispatches personnel to the End User's premises or an AT&T-13STATE Central Office and trouble was not caused by AT&T-13STATE's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 19.9 CLEC shall pay Time and Material charges when AT&T-13STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-13STATE or in detariffed CPE provided by AT&T-13STATE, unless covered under a separate maintenance agreement.
- 19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 19.11 If CLEC issues a trouble report allowing AT&T-13STATE access to End User's premises and AT&T-13STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-13STATE personnel are dispatched. Subsequently, if AT&T-13STATE personnel are allowed access to the premises, these charges will still apply.
- 19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T-13STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-13STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-13STATE performed other than on a normally scheduled workday.
 - 19.12.1 If CLEC requests or approves an AT&T-13STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.
- 19.13 Maintenance of Elements
 - 19.13.1 If trouble occurs with Lawful UNEs provided by AT&T-13STATE, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in AT&T-13STATE's equipment and/or facilities, CLEC will issue a trouble report to AT&T-13STATE.
 - 19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Lawful UNE and AT&T-13STATE dispatches personnel to the End User's premises or an AT&T-13STATE Central Office and trouble was not

caused by AT&T-13STATE's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

20. RESERVATION OF RIGHTS

- 20.1 AT&T-13STATE's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Appendix and/or Attachment), AT&T-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

APPENDIX WHITE PAGES

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APPENDIX WHITE PAGES (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

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- 1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 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 doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 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.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 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.

2. SERVICE PROVIDED

- 2.1 AT&T-13STATE publishes alphabetical White Pages directories for its ILEC Territory. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate AT&T-13STATE White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.
- 2.3 AT&T-13STATE will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.
- 2.4 Subject to AT&T-13STATE's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T-13STATE will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and AT&T-13STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-13STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-13STATE White Pages directory and a listing in AT&T-13STATE's directory assistance database.
 - 2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, AT&T-13STATE will assess CLEC a monthly charge for such listings at AT&T-13STATE tariff rates. An additional monthly charge at AT&T-13STATE's tariff

rate applies when CLEC wishes to list an End User in AT&T-13STATE's Directory Assistance database but does not wish to have its End User listed in AT&T-13STATE's White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in AT&T-13STATE's White Pages directory for a monthly charge at AT&T-13STATE's tariff rate for those non-published, non-listed services.

- 2.5 CLEC shall furnish to AT&T-13STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T-13STATE may require to prepare and print the alphabetical listings of said directory.
- 2.6 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-13STATE via a mechanical or manual feed of the directory listing information to AT&T-13STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among AT&T-13STATE's subscriber listing information. CLEC shall furnish to AT&T-13STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T-13STATE may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.
 - 2.6.1 Upon CLEC request, sixty (60) calendar days prior to the directory close date for a particular directory, AT&T-8STATE shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to AT&T-8STATE any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date.
 - 2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, AT&T MIDWEST REGION 5-STATE shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to AT&T MIDWEST REGION 5-STATE any necessary additions, deletions or modifications prior to the directory close date.
- 2.7 Directories
 - 2.7.1 In AT&T-8STATE, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of AT&T-8STATE's White Pages directory in the same manner and at the same time that they are delivered to AT&T-8STATE's subscribers during the annual delivery of newly published directories.
 - 2.7.1.1 AT&T-7STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.
 - 2.7.1.2 AT&T CONNECTICUT White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.
 - 2.7.2 AT&T MIDWEST REGION 5-STATE shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLEC's End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
 - 2.7.3 AT&T-13STATE shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.

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- 2.7.4 CLEC may arrange for additional directory distribution and other services with AT&T-13STATE's directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.8 AT&T-8STATE will provide CLEC with 1/8th page, or the equivalent size as other local service providers listed on the same page, in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, no less than sixty (60) days prior to the directory close date, CLEC shall provide AT&T-8STATE the information to be published on the information page according to the instructions provided on AT&T CLEC Online web site. The content of CLEC's camera-ready copy shall be subject to AT&T-8STATE approval. In those directories in which AT&T-8STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.8.1 AT&T MIDWEST REGION 5-STATE shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for AT&T MIDWEST REGION 5-STATE and other LECs. AT&T MIDWEST REGION 5-STATE's directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to AT&T MIDWEST REGION 5-STATE.
- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, at the prices set forth in the attached, state-specific Exhibit 1 to this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than AT&T SOUTHWEST REGION 5-STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to AT&T SOUTHWEST REGION 5-STATE the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 AT&T-13STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-13STATE's subscriber listing information. In exchange for AT&T-13STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-13STATE to include and use the CLEC subscriber listing information provided to AT&T-13STATE pursuant to this Appendix in AT&T-13STATE's White Pages directory, AT&T-13STATE's directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-13STATE's use of CLEC's subscriber listing information in AT&T-13STATE's directory assistance, directory assistance related products and services, and directory publishing products and services.
- 3.2 AT&T-13STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-13STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-13STATE's subscriber list information and the subscriber list

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information of other companies that have authorized a similar release of their subscriber list information by AT&T-13STATE.

4. PRICING

- 4.1 AT&T-7STATE will deliver one copy per primary End User listing of AT&T-7STATE White Pages, as described in Section 2.7 above, at no charge. AT&T-7STATE has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.1.1 The rates, if any, for AT&T CONNECTICUT White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.
- 4.1.2 AT&T MIDWEST REGION 5-STATE - The rates, if any, for AT&T MIDWEST REGION 5-STATE White Page directories will be in accordance with a separate directory services agreement with AT&T MIDWEST REGION 5-STATE's directory publishing affiliate.

5. LIABILITY

- 5.1 CLEC hereby releases AT&T-13STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to AT&T-13STATE under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 CLEC shall indemnify, protect, save harmless and defend AT&T-13STATE (and/or AT&T-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and AT&T-13STATE, and/or against AT&T-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, AT&T-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse AT&T-13STATE for reasonable attorney's fees and other expenses incurred by AT&T-13STATE in handling and defending such demand, claim and/or suit.
- 5.3 CLEC further agrees to pay all costs incurred by AT&T-13STATE and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 5.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

- 6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of AT&T-13STATE's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **AT&T MIDWEST REGION 5-STATE** will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between **AT&T MIDWEST REGION 5-STATE** and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports.
- 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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.4 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.5 **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 doing business in Michigan.
- 1.6 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **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.
- 1.8 **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.

2. DEFINITIONS

- 2.1 **"Centralized Message Distribution System" (CMDS)** - means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.2 **"Direct Participants" (DP)** - the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
 - 2.2.1 New England Telephone Company
 - 2.2.2 New York Telephone Company
 - 2.2.3 Bell Atlantic, NJ
 - 2.2.4 Bell Atlantic, PA
 - 2.2.5 Bell Atlantic, DE
 - 2.2.6 Bell Atlantic, DC
 - 2.2.7 Bell Atlantic, MD
 - 2.2.8 Bell Atlantic, VA
 - 2.2.9 Bell Atlantic, WV

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- 2.2.10 Southern Bell Telephone Company
- 2.2.11 South Central Bell Telephone Company
- 2.2.12 The Ohio Bell Telephone Company d/b/a AT&T Ohio
- 2.2.13 Michigan Bell Telephone Company d/b/a AT&T Michigan
- 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
- 2.2.15 Illinois Bell Telephone Company d/b/a AT&T Illinois
- 2.2.16 Wisconsin Bell Telephone Company d/b/a AT&T Wisconsin
- 2.2.17 Northwestern Bell Telephone Company
- 2.2.18 Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas
- 2.2.19 Mountain Bell Telephone Company
- 2.2.20 Pacific Bell Telephone Company d/b/a AT&T California
- 2.2.21 Nevada Bell Telephone Company d/b/a AT&T Nevada
- 2.2.22 The Southern New England Telephone Company
- 2.2.23 Cincinnati Bell Telephone Company
- 2.3 "Exchange Message Interface" (EMI) -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.4 "Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs) - facilities-based providers of local telecommunication services.
- 2.5 "Non-Intercompany Settlement" (NICS) is a revenue exchange process for messages which originate from CLEC and bill to AT&T MIDWEST REGION 5-STATE and message which originate from AT&T MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same AT&T MIDWEST REGION 5-STATE Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T MIDWEST REGION 5-STATE and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by AT&T MIDWEST REGION 5-STATE within the same AT&T MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within AT&T ILLINOIS territory and billed to a CLEC within AT&T ILLINOIS would be covered by this section; a call originating within AT&T MICHIGAN but billing outside of AT&T MICHIGAN would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of AT&T MIDWEST REGION 5-STATE. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

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

5. BASIS OF COMPENSATION

- 5.1 CLEC agrees to pay a \$.05 per message charge to AT&T MIDWEST REGION 5-STATE for all qualifying messages billed by AT&T MIDWEST REGION 5-STATE.

- 5.2 AT&T MIDWEST REGION 5-STATE agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to AT&T MIDWEST REGION 5-STATE or CLEC based on netting the amount due AT&T MIDWEST REGION 5-STATE and the amount due CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.
6. **TERM OF AGREEMENT**
- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing from either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

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XDSL AND LINE SPLITTING APPENDIX

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**XDSL AND LINE SPLITTING APPENDIX
TO INTERCONNECTION AGREEMENT**

xDSL Loops and xDSL Subloops and Line Splitting: AT&T-12STATE will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

1. General

- 1.1 **Deployment of xDSL Technologies:** AT&T-12STATE will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.
- 1.2 **AT&T-12STATE** will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning AT&T-12STATE is to perform in provisioning the order.
2. **Loop Makeup Information and Ordering:** AT&T-12STATE will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in AT&T-12STATE's Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in AT&T-12STATE's databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to AT&T-12STATE's advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that AT&T-12STATE is providing to any other CLEC, AT&T-12STATE's retail operations and/or its advanced services affiliate. AT&T-12STATE's uniform GUI and application to application OSS interfaces allow CLEC, AT&T-12STATE's retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.
3. **Provisioning Intervals:** AT&T-12STATE's provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to AT&T-12STATE's advanced services affiliate, whichever is less.
 - 3.1 Where no conditioning or outside plant rearrangements necessary:
 - 3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): three (3) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).
 - 3.1.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.
4. **Loop Conditioning**
 - 4.1 AT&T-12STATE will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that AT&T-12STATE perform some or all of the available loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.
 - 4.2 **Removal of All or Non-Excessive Bridged Tap (“RABT”):**
 - 4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to AT&T-12STATE interferer information on the

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loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by AT&T-12STATE that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a 'No Trouble Found' (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.

- 4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC's request, the LOC will also investigate and address any AT&T-12STATE non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but AT&T-12STATE does not guarantee the synchronization of any loop. AT&T-12STATE In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T-12STATE LOC. AT&T-12STATE LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where AT&T-12STATE removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.
- 4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+5) business day interval or in parity with the repair intervals AT&T-12STATE provides to its advanced services affiliate. When AT&T-12STATE determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of AT&T-12STATE, AT&T-12STATE has no obligation to perform such conditioning.
- 4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by AT&T-12STATE to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user's release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by AT&T-12STATE to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.
- 4.3 **Maintenance, Repair and Testing:** AT&T-12STATE shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).
- 4.3.1 **Maintenance Scope:** AT&T-12STATE's maintenance shall be as follows: (i) for loops 12,000 feet or less: AT&T-12STATE maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that AT&T-12STATE not perform any conditioning, AT&T-12STATE maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that AT&T-12STATE perform some or all of the available conditioning, AT&T-12STATE will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. AT&T-12STATE will resolve CLEC-referred trouble tickets in parity with the repair intervals AT&T-12STATE provides its advanced services affiliate.

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- 4.3.2 **CLEC Submitted Trouble Ticket:** If CLEC submits a trouble ticket to AT&T-12STATE and the problem is determined by AT&T-12STATE to be in CLEC's network, data equipment or splitter, CLEC shall pay AT&T-12STATE, following AT&T-12STATE closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact AT&T-12STATE to advise that the trouble has been resolved.
- 4.3.3 **Line and Station Transfer ("LST"):** For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T-12STATE to resolve a trouble, AT&T-12STATE, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and AT&T-12STATE determines that an LST can be performed, the AT&T-12STATE LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T-12STATE network-related problem, then CLEC will not be charged the LST rate or for AT&T-12STATE's resolution of the trouble. If, however, the trouble is found not to be an AT&T-12STATE network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.
5. **Spectrum Management:** The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise AT&T-12STATE on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify AT&T-12STATE if and when a change in PSD mask is made. AT&T-12STATE shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. AT&T-12STATE shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if AT&T-12STATE and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.
6. **Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with AT&T-12STATE's standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard AT&T-12STATE configuration cabling and wiring in AT&T-12STATE locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with AT&T-12STATE's OSS.
7. **Pricing/Rates**
- 7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.
- 7.2 In those instances specified herein, or in the event that AT&T-12STATE agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the AT&T-12STATE technician time involved

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in performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by AT&T-12STATE are performed outside of standard business hours.

8. Definitions Applicable to this Appendix

- 8.1 "All Bridged Tap" means both "Excessive" and "Non-excessive" Bridged Tap.
- 8.2 "Commission" means the applicable state agency(ies) with regulatory authority over telecommunications in each AT&T-12STATE state.
- 8.3 "Excessive Bridged Tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 8.4 "Non-excessive Bridged Tap" as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 8.5 "AT&T-12STATE" as used herein means the applicable AT&T-owned ILEC doing business in California, Nevada, Arkansas, Missouri, Oklahoma, Texas, Kansas, Michigan, Wisconsin, Ohio, Illinois and Indiana.
- 8.6 "Splitter" as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

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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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 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.

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- 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

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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.
- 2.3 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 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.

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CONFIDENTIAL

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
 July 31, 2007

APPENDIX PRICING/ALL TRAFFIC
 ATT OH/CLEC

Line	OHIO - Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
2	<u>NETWORK ELEMENTS</u>			
3	<u>Loops</u>			
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	\$ 29.31	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	\$ 50.38	
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				
33	<u>DSL Capable Loops</u>			
34	<u>2-Wire xDSL Loop</u>			
35	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	\$ 9.46	See NRC prices below
36	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	\$ 12.52	See NRC prices below
37	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	\$ 13.65	See NRC prices below
38				
39	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	\$ 9.46	See NRC prices below
40	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	\$ 12.52	See NRC prices below
41	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	\$ 13.65	See NRC prices below
42				
43	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	\$ 9.46	See NRC prices below
44	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	\$ 12.52	See NRC prices below
45	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	\$ 13.65	See NRC prices below
46				
47	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	\$ 9.46	See NRC prices below
48	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	\$ 12.52	See NRC prices below
49	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	\$ 13.65	See NRC prices below
50				
51	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	\$ 9.46	See NRC prices below
52	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	\$ 12.52	See NRC prices below
53	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	\$ 13.65	See NRC prices below
54				
55	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	\$ 9.46	See NRC prices below
56	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	\$ 12.52	See NRC prices below
57	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	\$ 13.65	See NRC prices below
58	<u>4-Wire xDSL Loop</u>			
59	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	\$ 17.75	See NRC prices below
60	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	\$ 29.31	See NRC prices below
61	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	\$ 31.81	See NRC prices below
62	<u>IDSL Capable Loop</u>			
63	IDSL Loop Access Area B - Metro	UY5FB	\$ 6.38	See NRC prices below
64	IDSL Loop Access Area C - Suburban	UY5FC	\$ 9.34	See NRC prices below
65	IDSL Loop Access Area D - Rural	UY5FD	\$ 10.79	See NRC prices below
66				
67	<u>Loop Non-Recurring Charges</u>			
68	Service Ordering - Per Order	SEPUP	N/A	\$ 16.02 N/A
69	Service Ordering - Add/Change Per Order	REAH9	N/A	\$ 16.02 N/A
70	Line Connection - Per Loop	SEPUC	N/A	\$ 30.61 N/A
71	Line Connection - Add/Change Per Loop	REAH5	N/A	\$ 30.61 N/A
72				
73	<u>Loop Non-Recurring Charges (DS3 Loops)</u>			

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

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Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
74	##	DS3 - Administrative	NR90Y	N/A	\$ 205.57 N/A
75	##	DS3 - Design & Central Office	NR901	N/A	\$ 643.36 N/A
76	##	DS3 - Customer Connection	NR903	N/A	\$ 219.32 N/A
77					
78		Service Coordination fee per account, per CO.		\$ 0.48	
79					
80	LST				
81	##	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 172.76
82		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 153.03
83					
84		Loop Qualification Process			
85	**	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.00 N/A
86	**	Loop Qualification Process - Manual	NRBXU	N/A	\$ 22.50 N/A
87					
88	** 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				
89	to 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				
90	Agreement; or (3) the effective date of the Amendment incorporating this Pricing Schedule into the Agreement.				
91					
92		xDSL Conditioning Options			
93					
94	***	DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	NRMN6	N/A	\$ 10.28 N/A
95	***	DSL Generic Conditioning all PSD's > 17.5 KFT	NRMN7	N/A	\$ 66.10 N/A
96					
97	***	DSL Conditioning Options - >12KFT and < 17.5KFT			
98	***	Removal of Repeater Options	NRBXV	N/A	\$ 0.00 N/A
99	***	Removal Bridged Tap Option	NRBXW	N/A	\$ 0.00 N/A
100	***	Removal of Load Coil	NRBXZ	N/A	\$ 0.00 N/A
101	***	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT			
102	***	Removal of Repeater Options	NRBNL	N/A	\$ 0.00 N/A
103	***	Removal Bridged Tap Option	NRBNK	N/A	\$ 0.00 N/A
104	***	Removal of Load Coil	NRBNJ	N/A	\$ 0.00 N/A
105					
106	*** On March 13, 2003, the PUCO established the following interim, non-recurring loop conditioning rates which shall apply to each CLEC in OH who				
107	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:				
108	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				
109	PUCO Rates"). However, due to necessary programming changes, these Interim PUCO Rates will not be implemented in OH until in or				
110	around December 2003. When implemented, the Parties acknowledge and agree that the Interim PUCO Rates shall automatically apply				
111	to this Agreement and shall replace the loop conditioning rates set forth hereinabove effective back to March 13, 2003 ("Rate Effective Date");				
112	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				
113	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				
114	Date.				
115					
116	Remove All or Non-Excessive Bridged Tap (RABT) - MMP				
117		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRM RJ	None	\$ 245.00
118		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRM RP	None	\$ 634.27
119		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRM RS	None	\$ 245.00
120		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRM RM	None	\$ 245.00
121					
122	SUB-LOOPS				
123	##	ECS to SAI sub-loop			
124	##	2 Wire Analog - area B	PENDING	\$ 1.77	See NRC prices below
125	##	2 Wire Analog - Area C	PENDING	\$ 1.72	See NRC prices below
126	##	2 Wire Analog - area D	PENDING	\$ 1.68	See NRC prices below
127	##	4 Wire Analog - area B	PENDING	\$ 3.55	See NRC prices below
128	##	4 Wire Analog - area C	PENDING	\$ 3.45	See NRC prices below
129	##	4 Wire Analog - area D	PENDING	\$ 3.37	See NRC prices below
130	##	2 Wire DSL - area B	PENDING	\$ 1.77	See NRC prices below
131	##	2 Wire DSL - area C	PENDING	\$ 1.70	See NRC prices below
132	##	2 Wire DSL - area D	PENDING	\$ 1.66	See NRC prices below
133	##	4 Wire DSL - area B	PENDING	\$ 3.54	See NRC prices below
134	##	4 Wire DSL - area C	PENDING	\$ 3.40	See NRC prices below
135	##	4 Wire DSL - area D	PENDING	\$ 3.33	See NRC prices below
136	##	ECS to Terminal sub-loop			
137	##	2 Wire Analog - area B	PENDING	\$ 3.39	See NRC prices below
138	##	2 Wire Analog - Area C	PENDING	\$ 4.54	See NRC prices below
139	##	2 Wire Analog - area D	PENDING	\$ 5.83	See NRC prices below
140	##	4 Wire Analog - area B	PENDING	\$ 6.78	See NRC prices below
141	##	4 Wire Analog - area C	PENDING	\$ 9.09	See NRC prices below
142	##	4 Wire Analog - area D	PENDING	\$ 11.66	See NRC prices below
143	##	2 Wire DSL - area B	PENDING	\$ 3.39	See NRC prices below
144	##	2 Wire DSL - area C	PENDING	\$ 4.52	See NRC prices below

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

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
 July 31, 2007

APPENDIX PRICING/ALL TRAFFIC
 ATT OH/CLC

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
145	##	2 Wire DSL - area D	PENDING	\$ 5.81	See NRC prices below
146	##	4 Wire DSL - area B	PENDING	\$ 6.77	See NRC prices below
147	##	4 Wire DSL - area C	PENDING	\$ 9.04	See NRC prices below
148	##	4 Wire DSL - area D	PENDING	\$ 11.62	See NRC prices below
149	##	ECS to NID sub-loop			
150	##	2 Wire Analog - area B	PENDING	\$ 6.03	See NRC prices below
151	##	2 Wire Analog - Area C	PENDING	\$ 7.29	See NRC prices below
152	##	2 Wire Analog - area D	PENDING	\$ 8.60	See NRC prices below
153	##	4 Wire Analog - area B	PENDING	\$ 9.41	See NRC prices below
154	##	4 Wire Analog - area C	PENDING	\$ 12.44	See NRC prices below
155	##	4 Wire Analog - area D	PENDING	\$ 15.12	See NRC prices below
156	##	2 Wire DSL - area B	PENDING	\$ 6.03	See NRC prices below
157	##	2 Wire DSL - area C	PENDING	\$ 7.27	See NRC prices below
158	##	2 Wire DSL - area D	PENDING	\$ 8.58	See NRC prices below
159	##	4 Wire DSL - area B	PENDING	\$ 9.41	See NRC prices below
160	##	4 Wire DSL - area C	PENDING	\$ 12.40	See NRC prices below
161	##	4 Wire DSL - area D	PENDING	\$ 15.08	See NRC prices below
162	##	SAI to Terminal sub-loop			
163	##	2 Wire Analog - area B	PENDING	\$ 2.08	See NRC prices below
164	##	2 Wire Analog - Area C	PENDING	\$ 3.30	See NRC prices below
165	##	2 Wire Analog - area D	PENDING	\$ 4.63	See NRC prices below
166	##	4 Wire Analog - area B	PENDING	\$ 4.16	See NRC prices below
167	##	4 Wire Analog - area C	PENDING	\$ 6.59	See NRC prices below
168	##	4 Wire Analog - area D	PENDING	\$ 9.27	See NRC prices below
169	##	2 Wire DSL - area B	PENDING	\$ 2.07	See NRC prices below
170	##	2 Wire DSL - area C	PENDING	\$ 3.27	See NRC prices below
171	##	2 Wire DSL - area D	PENDING	\$ 4.61	See NRC prices below
172	##	4 Wire DSL - area B	PENDING	\$ 4.15	See NRC prices below
173	##	4 Wire DSL - area C	PENDING	\$ 6.55	See NRC prices below
174	##	4 Wire DSL - area D	PENDING	\$ 9.23	See NRC prices below
175	##	SAI to NID sub-loop			
176	##	2 Wire Analog - area B	PENDING	\$ 4.72	See NRC prices below
177	##	2 Wire Analog - Area C	PENDING	\$ 6.05	See NRC prices below
178	##	2 Wire Analog - area D	PENDING	\$ 7.41	See NRC prices below
179	##	4 Wire Analog - area B	PENDING	\$ 6.79	See NRC prices below
180	##	4 Wire Analog - area C	PENDING	\$ 9.95	See NRC prices below
181	##	4 Wire Analog - area D	PENDING	\$ 12.73	See NRC prices below
182	##	2 Wire DSL - area B	PENDING	\$ 4.71	See NRC prices below
183	##	2 Wire DSL - area C	PENDING	\$ 6.03	See NRC prices below
184	##	2 Wire DSL - area D	PENDING	\$ 7.39	See NRC prices below
185	##	4 Wire DSL - area B	PENDING	\$ 6.78	See NRC prices below
186	##	4 Wire DSL - area C	PENDING	\$ 9.91	See NRC prices below
187	##	4 Wire DSL - area D	PENDING	\$ 12.69	See NRC prices below
188	##	Terminal to NID sub-loop			
189	##	2 Wire Analog - area B	PENDING	\$ 2.86	See NRC prices below
190	##	2 Wire Analog - Area C	PENDING	\$ 2.97	See NRC prices below
191	##	2 Wire Analog - area D	PENDING	\$ 3.00	See NRC prices below
192	##	4 Wire Analog - area B	PENDING	\$ 2.78	See NRC prices below
193	##	4 Wire Analog - area C	PENDING	\$ 3.62	See NRC prices below
194	##	4 Wire Analog - area D	PENDING	\$ 3.75	See NRC prices below
195	##	2 Wire DSL - area B	PENDING	\$ 2.86	See NRC prices below
196	##	2 Wire DSL - area C	PENDING	\$ 2.97	See NRC prices below
197	##	2 Wire DSL - area D	PENDING	\$ 3.00	See NRC prices below
198	##	4 Wire DSL - area B	PENDING	\$ 2.78	See NRC prices below
199	##	4 Wire DSL - area C	PENDING	\$ 3.62	See NRC prices below
200	##	4 Wire DSL - area D	PENDING	\$ 3.75	See NRC prices below
201	##	NID sub-loop element			
202	##	2 Wire Analog - area B	PENDING	\$ 0.18	See NRC prices below
203	##	2 Wire Analog - Area C	PENDING	\$ 0.18	See NRC prices below
204	##	2 Wire Analog - area D	PENDING	\$ 0.18	See NRC prices below
205	##	4 Wire Analog - area B	PENDING	\$ 0.35	See NRC prices below
206	##	4 Wire Analog - area C	PENDING	\$ 0.33	See NRC prices below
207	##	4 Wire Analog - area D	PENDING	\$ 0.33	See NRC prices below
208	##	2 Wire DSL - area B	PENDING	\$ 0.18	See NRC prices below
209	##	2 Wire DSL - area C	PENDING	\$ 0.18	See NRC prices below
210	##	2 Wire DSL - area D	PENDING	\$ 0.18	See NRC prices below
211	##	4 Wire DSL - area B	PENDING	\$ 0.35	See NRC prices below
212	##	4 Wire DSL - area C	PENDING	\$ 0.33	See NRC prices below
213	##	4 Wire DSL - area D	PENDING	\$ 0.33	See NRC prices below
214	##	2 Wire ISDN Compatible - area B	PENDING	\$ 0.18	See NRC prices below
215	##	2 Wire ISDN Compatible - area C	PENDING	\$ 0.18	See NRC prices below

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

DRAFT - FOR NEGOTIATION PURPOSES ONLY

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Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
216	##	2 Wire ISDN Compatible - area D	PENDING	\$ 0.18	See NRC prices below
217	##	4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below
218	##	4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below
219	##	4 Wire DS1 Compatible - area D	PENDING	TBD	See NRC prices below
220	##	Sub-Loop Non-Recurring Charges			
221	##	2-Wire Analog Sub-Loop	PENDING		\$ 217.57
222	##	4-Wire Analog Sub-Loop	PENDING		\$ 218.54
223	##	2-Wire xDSL Digital Sub-Loop	PENDING		\$ 250.83
224	##	4-Wire xDSL Digital Sub-Loop	PENDING		\$ 255.11
225	##	2-Wire ISDN Digital Sub-Loop	PENDING		\$ 278.37
226	##	4-Wire DS1 Digital Sub-Loop	PENDING		\$ 470.27
227	##	Sub-Loop Service Order Charge			
228	##	Establish, per occasion	PENDING		\$ 16.23
229	##	Sub-Loop Line Connection Charge			
230	##	per occasion	PENDING		\$ 31.00
231					
232		Cross Connects			
233		2-Wire	CXCT2	\$ 0.15	N/A
234		4-Wire	CXCT4	\$ 0.29	N/A
235		DS1/LT1	CXCDX	\$ 0.40	N/A
236		DS3/LT3	CXC8X	\$ 0.70	N/A
237	##	DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 30.54	N/A
238					
239		Dedicated Transport			
240		Interoffice Transport:			
241		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 14.79	N/A
242		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 1.64	N/A
243		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 127.75	N/A
244		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 21.61	N/A
245		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 127.75	N/A
246		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 21.61	N/A
247					
248		Multiplexing			
249		DS1 to Voice Grade	QMVX1-X3	\$ 279.80	N/A
250		DS3 to DS1	QM3X1-X3	\$ 372.85	N/A
251					
252		Dedicated Transport Cross Connects			
253		DS1	CXCDX	\$ 0.40	N/A
254		DS3	CXCEX	\$ 0.70	N/A
255					
256		Dedicated Transport Optional Features & Functions			
257		DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3		\$ 402.28
258					
259		Dedicated Transport Installation & Rearrangement Charges			
260		DS1 Administration Charge - Per Order	ORCMX	N/A	\$ 394.30
261		Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 624.17
262		Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 512.19
263		DS3 Administration Charge - Per Order	ORCMX	N/A	\$ 299.28
264		Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 663.29
265		Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 351.77
266					
267		Dark Fiber			
268	##	Dark Fiber Interoffice			
269	##	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$75.79	N/A
270	##	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$0.00159	N/A
271	##	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$3.20	N/A
272	##	Inquiry (Per Request)			
273	##	Dark Fiber Interoffice Transport - NRC	NR9D6	N/A	\$ 290.65
274	##	FIRM ORDER (Per Fiber Strand)			
275	##	Administrative per Order			
276	##	Connect	NRB51	N/A	\$ 11.53
277	##	Disconnect	NR9H2	N/A	\$ 10.21
278	##	Connect	NRB52	N/A	\$ 343.23
279	##	Disconnect	NR9H3	N/A	\$ 90.67
280	##	Dark Fiber Interoffice Transport - NRC			
281	##	Connect	NRB54	N/A	\$ 414.95
282	##	Disconnect	NR9H5	N/A	\$ 160.42
283					

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

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Line	OHIO - Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
284	Routine Modifications			
285	Routine Modifications of Existing Facilities Charge	N3RUE	N/A	ICB
286				
287	LNP			
288	****Local Number Portability	NSR	\$0.00	N/A
289	****Pursuant to FCC Current Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing			
290	effective October 1, 2004.			
291	Maintenance of Service Charge	VRP	N/A	\$ 71.00
292				
293	OTHER			
294	## Directory Assistance			
295	Directory Assistance, per call	OPEN	\$ 0.40	N/A
296	National Directory Assistance (NDA), per call	OPEN	\$ 0.65	N/A
297	Reverse Directory Assistance (RDA), per call		\$ 0.65	
298	Business Category Search (BCS), per call	OPEN	\$ 0.65	N/A
299	Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	N/A
300				
301	OS/DA Automated Call Greeting and References / Rates			
302	Branding - Other - Initial/Subsequent Load, per switch	OPEN	N/A	\$ 1,800.00
303	Brand and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03	N/A
304	Branding - Facility Based - Initial/Subsequent Load			
305	- Branding, per trunk group	OPEN	N/A	\$ 800.00
306	Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	\$ 5,000.00
307	Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	\$ 1,500.00
308				
309	Operator Services			
310	Fully Automated Call Processing, per call	OPEN	\$ 0.15	N/A
311	Operator Assisted Call Processing - All Types (including Busy Line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second	OPEN	\$ 0.03	N/A
312				
313	## DA Listing License			
314	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
315	- per listing for initial load	OPEN	N/A	\$ 0.040
316	- per listing for subsequent updates	OPEN	N/A	\$ 0.060
317	Option #2 Full File (all states inclusive) Billable Release			
318	- per listing for initial load	OPEN	N/A	\$ 0.020
319	- per listing for subsequent updates	OPEN	N/A	\$ 0.030
320	- per usage/query	OPEN	N/A	\$ 0.020
321	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
322	- per listing for initial load	OPEN	N/A	\$ 0.050
323	- per listing for subsequent updates	OPEN	N/A	\$ 0.060
324	Option #4 Pick & Choose (by state) Billable Release			
325	- per listing for initial load	OPEN	N/A	\$ 0.020
326	- per listing for subsequent updates	OPEN	N/A	\$ 0.030
327	- per usage/query	OPEN	N/A	\$ 0.020
328				
329	Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	N/A
330	Non Intercompany Settlement (NICS) Billing Charge (Per Message)	Not Applicable	\$ 0.05	
331				
332	Structure Access - Poles & Ducts		Annually	
333	Poles (\$/attachment/yr.)* ##	OPEN	\$ 2.36	
334	Per Foot Conduit Occupancy Fees ##			
335	Full Duct (\$/ft/yr.)	OPEN	\$ 0.94	
336	Half Duct (\$/ft/yr.)	OPEN	\$ 0.47	
337	Application fee	OPEN		\$ 200.00
338	Unauthorized Attachment Fee per Pole			\$ 500.00
339	Unauthorized Occupancy Fee per Conduit Foot			\$ 50.00
340	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
341	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
342	## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,			
343	effective January 1, 2005 and billable semi-annually in advance in January and July of each year.			
344	New rates will be communicated to CLEC no later than November 1st for the succeeding year.			
345				
346	Emergency Number Service Access			
347	911 Selective Router Interconnection			
348	-Digital DS1 Interface	USAGE	\$ 336.44	\$ 759.98
349	-Each DSO installed	USAGE	N/A	\$ 364.69
350	-Analog Channel Interface	EVG9X	\$ 28.72	\$ 436.62
351	ANI/ALI/SR and Database Management			
352	- Per 100 records, rounded up to nearest 100	9S89X	\$ 5.32	\$ 709.49
353	- Access Routing File (CD-ROM)	USAGE	\$ 25.82	

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

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
 July 31, 2007

APPENDIX PRICING/ALL TRAFFIC
 ATT OH/CLEC

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
354		911 Selective Router Switch Administration			
355		-Per Selective Router	USAGE	\$ 5.55	\$ 2,645.15
356					
357		INTERCARRIER COMPENSATION			
358		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131,	USAGE	\$ 0.0007	
359		per MOU			
360					
361	##	Rate elements not included in TELRIC order			
362		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA."			
363	/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			
364		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			
365		is interim and subject to AT&T Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration,			
366		appeal, further PUCO action, or other change of law. The Parties also acknowledge and agree that the interim rates set forth are			
367		subject to true-up or true-down pending PUCO established rates.			
368		RESALE		RESALE DISCOUNTS	RESALE DISCOUNTS
369		BUSINESS		RECURRING	NON- RECURRING
370		LOCAL EXCHANGE SERVICE			
371		Business 1 Party	RESALE	20.29%	20.29%
372		Business - Measured	RESALE	20.29%	20.29%
373		Customer Operated Pay Telephone (COPT)	RESALE	N/A	20.29%
374					
375		EXPANDED LOCAL CALLING			
376		Extended Area Service	RESALE	20.29%	20.29%
377					
378		VERTICAL SERVICES			
379		Anonymous Call Rejection	RESALE	20.29%	20.29%
380		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
381		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
382		Call Blocker	RESALE	20.29%	20.29%
383		Call Forwarding	RESALE	20.29%	20.29%
384		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
385		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
386		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
387		Automatic CallBack (Call Return)	RESALE	20.29%	20.29%
388		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
389		Call Trace	RESALE	20.29%	20.29%
390		Call Waiting	RESALE	20.29%	20.29%
391		Caller ID WithName (Calling Name)	RESALE	20.29%	20.29%
392		Caller ID (Calling Number)	RESALE	20.29%	20.29%
393		MultiRing Service -1 (Personalized Ring - 1 Dependent Number)	RESALE	20.29%	20.29%
394		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	20.29%	20.29%
395		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%
396		Selective Call Forwarding	RESALE	0.00%	0.00%
397		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	20.29%	20.29%
398		Remote Call Forwarding-Per Feature	RESALE	20.29%	20.29%
399		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
400		RCF, Intrastate	RESALE	20.29%	20.29%
401		RCF, Interstate, International	RESALE	20.29%	20.29%
402		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
403		RCF to 800	RESALE	20.29%	20.29%
404		RCF Additional	RESALE	20.29%	20.29%
405		Speed Calling 8	RESALE	20.29%	20.29%
406		Speed Calling 30	RESALE	20.29%	20.29%
407		Three Way Calling	RESALE	20.29%	20.29%
408		Call Screening	RESALE	20.29%	20.29%
409		Busy Line Transfer	RESALE	20.29%	20.29%
410		Alternate Answer	RESALE	20.29%	20.29%
411		Message Waiting - Tone	RESALE	20.29%	20.29%
412		Easy Call	RESALE	20.29%	20.29%
413		Prime Number Service	RESALE	20.29%	20.29%
414		AT&T Ohio Privacy Manager	RESALE	20.29%	20.29%
415		Name and Number Delivery Service	RESALE	20.29%	20.29%
416					
417		DID			
418		DID	RESALE	20.29%	20.29%
419					
420		TRUNKS			
421		Trunk	RESALE	20.29%	20.29%
422					

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

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

TBD - To be determined
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NA - Not Applicable

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Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
493		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
494		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
495		Automatic Call-Back (Call Return)	RESALE	20.29%	20.29%
496		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
497		Call Trace	RESALE	20.29%	20.29%
498		Call Waiting	RESALE	20.29%	20.29%
499		Caller ID with Name (Calling Name)	RESALE	20.29%	20.29%
500		Caller ID (Calling Number)	RESALE	20.29%	20.29%
501		Multi-Ring Service - 1 (Personalized Ring - 1 dependent number)	RESALE	20.29%	20.29%
502		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	20.29%	20.29%
503		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%
504		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
505		RCF, Intrastate	RESALE	20.29%	20.29%
506		RCF, Interstate, International	RESALE	20.29%	20.29%
507		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
508		RCF to 800	RESALE	20.29%	20.29%
509		RCF Additional	RESALE	20.29%	20.29%
510		Selective Call Forwarding	RESALE	20.29%	20.29%
511		Speed Calling 8	RESALE	20.29%	20.29%
512		Three Way Calling	RESALE	20.29%	20.29%
513		Call Screening	RESALE	20.29%	20.29%
514		Busy Line Transfer	RESALE	20.29%	20.29%
515		Alternate Answer	RESALE	20.29%	20.29%
516		Message Waiting - Tone	RESALE	20.29%	20.29%
517		Easy Call	RESALE	20.29%	20.29%
518		AT&T Ohio Privacy Manager	RESALE	20.29%	20.29%
519		Name and Number Delivery Service	RESALE	20.29%	20.29%
520					
521		ISDN			
522		ISDN	RESALE	20.29%	20.29%
523					
524		OTHER			
525					
526		Grandfathered Services	RESALE	0.00%	0.00%
527		Promotions (Greater than 90 Days)	RESALE	20.29%	20.29%
528		TouchTone	RESALE	20.29%	20.29%
529		Home Services Packages	RESALE	20.29%	20.29%
530					
531		TOLL			
532					
533		Custom and Dedicated 800 Service (Home 800)	RESALE	20.29%	20.29%
534		IntraLATA MTS	RESALE	20.29%	20.29%
535		900/976 Call Blocking (900/976 Call Restriction)	RESALE	20.29%	20.29%
536		976 (976 Information Delivery Service)	RESALE	20.29%	20.29%
537		Access Services (See Current Access Tariff)	RESALE	0%	0%
538		Additional Directory Listings	RESALE	20.29%	20.29%
539		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	20.29%	20.29%
540		Connection Services	RESALE	20.29%	20.29%
541		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
542		Shared Tenant Service	RESALE	0%	0%
543		Toll Restriction	RESALE	20.29%	20.29%
544		Restoral of Service Charge	RESALE	0%	0%
545					
546		Electronic Billing Information Data (daily usage)	RESALE	\$0.00	
547		per message			
548					
549		Local disconnect Report (LDR)			
550		Per WTN	RESALE	\$0.00	
551					
552		Line Connection Charge			
553		Complex (Residence)	RESALE		20.29%
554		Complex (Business)	RESALE		20.29%
555		Simple (Residence)	RESALE		20.29%
556		Simple (Business)	RESALE		20.29%
557					
558		Service Order/Service Request Charge			
559		Complex (Residence)	RESALE		20.29%
560		Complex (Business)	RESALE		20.29%

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TBD - To be determined
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NA - Not Applicable

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Line	OHIO - Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
561	Simple (Residence)	RESALE		20.29%
562	Simple (Business)	RESALE		20.29%
563				
564	Non-Electronic (Manual) Service Order Charge			
565	Complex (Residence)	RESALE		\$ 9.02
566	Complex (Business)	RESALE		\$ 9.02
567	Simple (Residence)	RESALE		\$ 9.02
568	Simple (Business)	RESALE		\$ 9.02

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
 July 31, 2007

APPENDIX PRICING/ISP-BOUND ONLY
ATT OH/CLEC

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	\$ 29.31	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	\$ 50.38	
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

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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 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; or (3) the effective date of the Amendment incorporating this Pricing Schedule into the Agreement.				
87					
88					
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 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:				
106	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 PUCO Rates"). However, due to necessary programming changes, these Interim PUCO Rates will not be implemented in OH until in or around December 2003. When implemented, the Parties acknowledge and agree that the Interim PUCO Rates shall automatically apply to this Agreement and shall replace the loop conditioning rates set forth hereinabove effective back to March 13, 2003 ("Rate Effective Date"); 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 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 Date.				
107					
108					
109					
110					
111					
112					
113					
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 - per element incremental	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	

TBD - To be determined
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NA - Not Applicable

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
 July 31, 2007

APPENDIX PRICING/ISP-BOUND ONLY
 ATT OH/CLEC

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
141	##	4 Wire Analog - area D	PENDING	\$ 11.66	See NRC prices below
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	\$ 6.59	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	\$ 12.69	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	\$ 3.62	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

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

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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	N/A
233		4-Wire	CXCT4	\$ 0.29	N/A
234		DS1/LT1	CXCDX	\$ 0.40	N/A
235		DS3/LT3	CXC8X	\$ 0.70	N/A
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	N/A
241		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 1.64	N/A
242		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 127.75	N/A
243		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 21.61	N/A
244		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 127.75	N/A
245		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 21.61	N/A
246					
247		Multiplexing			
248		DS1 to Voice Grade	QMVX1-X3	\$ 279.80	N/A
249		DS3 to DS1	QM3X1-X3	\$ 372.85	N/A
250					
251		Dedicated Transport Cross Connects			
252		DS1	CXCDX	\$ 0.40	N/A
253		DS3	CXCEX	\$ 0.70	N/A
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	N/A	\$ 394.30
260		Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 624.17
261		Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 512.19
262		DS3 Administration Charge - Per Order	ORCMX	N/A	\$ 299.28
263		Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 663.29
264		Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 351.77
265					
266		Dark Fiber			
267	##	Dark Fiber Interoffice			
268	##	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 75.79	N/A
269	##	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.00	N/A
270	##	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 3.20	N/A
271	##	Inquiry (Per Request)			
272	##	Dark Fiber Interoffice Transport - NRC	NR9D6	N/A	\$ 290.65
273	##	FIRM ORDER (Per Fiber Strand)			
274	##	Administrative per Order			
275	##	Connect	NRB51	N/A	\$ 11.53
276	##	Disconnect	NR9H2	N/A	\$ 10.21
277	##	Connect	NRB52	N/A	\$ 343.23
278	##	Disconnect	NR9H3	N/A	\$ 90.67
279	##	Dark Fiber Interoffice Transport - NRC			
280	##	Connect	NRB54	N/A	\$ 414.95
281	##	Disconnect	NR9H5	N/A	\$ 160.42
282					

TBD - To be determined
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NA - Not Applicable

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Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
283	Routine Modifications			
284	Routine Modifications of Existing Facilities Charge	N3RUE	N/A	ICB
285				
286	LNP			
287	****Local Number Portability	NSR	\$0.00	N/A
288	****Pursuant to FCC Current Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing			
289	effective October 1, 2004.			
290	Maintenance of Service Charge	VRP	N/A	\$ 71.00
291				
292	OTHER			
293	## Directory Assistance			
294	Directory Assistance, per call	OPEN	\$ 0.40	N/A
295	National Directory Assistance (NDA), per call	OPEN	\$ 0.65	N/A
296	Reverse Directory Assistance (RDA), per call		\$ 0.65	
297	Business Category Search (BCS), per call	OPEN	\$ 0.65	N/A
298	Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	N/A
299				
300	OS/DA Automated Call Greeting and References/Rates			
301	## Branding - Other - Initial/Subsequent Load, per switch	OPEN	N/A	\$ 1,800.00
302	## Brand and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03	N/A
303	## Branding - Facility Based - Initial/Subsequent Load			
304	- Branding, per trunk group	OPEN	N/A	\$ 800.00
305	## Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	\$ 5,000.00
306	## Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	\$ 1,500.00
307				
308	Operator Services			
309	Fully Automated Call Processing, per call	OPEN	\$ 0.15	N/A
310	Operator Assisted Call Processing - All Types (including Busy Line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second	OPEN	\$ 0.03	N/A
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	N/A	\$ 0.040
315	- per listing for subsequent updates	OPEN	N/A	\$ 0.060
316	## Option #2 Full File (all states inclusive) Billable Release			
317	- per listing for initial load	OPEN	N/A	\$ 0.020
318	- per listing for subsequent updates	OPEN	N/A	\$ 0.030
319	- per usage/query	OPEN	N/A	\$ 0.020
320	## Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
321	- per listing for initial load	OPEN	N/A	\$ 0.050
322	- per listing for subsequent updates	OPEN	N/A	\$ 0.060
323	## Option #4 Pick & Choose (by state) Billable Release			
324	- per listing for initial load	OPEN	N/A	\$ 0.020
325	- per listing for subsequent updates	OPEN	N/A	\$ 0.030
326	- per usage/query	OPEN	N/A	\$ 0.020
327				
328	Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	N/A
329	Non Intercompany Settlement (NICS) Billing Charge (Per Message)	Not Applicable	\$ 0.05	
330				
331	Structure Access - Poles & Ducts		Annually	
332	Poles (\$/attachment/Yr.)* ##	OPEN	\$ 2.36	
333	Per Foot Conduit Occupancy Fees ##			
334	Full Duct (\$/ft/Yr.)	OPEN	\$ 0.94	
335	Half Duct (\$/ft/Yr.)	OPEN	\$ 0.47	
336	Application fee	OPEN		\$ 200.00
337	Unauthorized Attachment Fee per Pole			\$ 500.00
338	Unauthorized Occupancy Fee per Conduit Foot			\$ 50.00
339	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
340	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
341	## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,			
342	effective January 1, 2005 and billable semi-annually in advance in January and July of each year.			
343	New rates will be communicated to CLEC no later than November 1st for the succeeding year.			
344				
345	Emergency Number Service Access			
346	911 Selective Router Interconnection			
347	-Digital DS1 Interface	USAGE	\$ 336.44	\$ 759.98
348	-Each DSO installed	USAGE	N/A	\$ 364.69
349	-Analog Channel Interface	EVG9X	\$ 28.72	\$ 436.62
350	ANI/ALI/SR and Database Management			
351	- Per 100 records, rounded up to nearest 100	9S89X	\$ 5.32	\$ 709.49

TBD - To be determined
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NA - Not Applicable

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
July 31, 2007

APPENDIX PRICING/ISP-BOUND ONLY
ATT OH/CLEC

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

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

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

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

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Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
551	Electronic Billing Information Data (daily usage)	RESALE	\$0.00	
552	per message			
553				
554	Local disconnect Report (LDR)			
555	Per WTN	RESALE	\$0.00	
556				
557	Line Connection Charge			
558	Complex (Residence)	RESALE		20.29%
559	Complex (Business)	RESALE		20.29%
560	Simple (Residence)	RESALE		20.29%
561	Simple (Business)	RESALE		20.29%
562				
563	Service Order/Service Request Charge			
564	Complex (Residence)	RESALE		20.29%
565	Complex (Business)	RESALE		20.29%
566	Simple (Residence)	RESALE		20.29%
567	Simple (Business)	RESALE		20.29%
568				
569	Non-Electronic (Manual) Service Order Charge			
570	Complex (Residence)	RESALE		\$ 9.02
571	Complex (Business)	RESALE		\$ 9.02
572	Simple (Residence)	RESALE		\$ 9.02
573	Simple (Business)	RESALE		\$ 9.02

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007

ATT OH/CLEC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
2	1	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
3	2	REAL ESTATE				
4	3	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28
5	4	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56
6	5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97	
7	6	COMMON SYSTEMS				
8	7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86
9	8	PLANNING				
10	9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
11	10	Planning	Per Request	NRPCD		\$5,244.43
12	11	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
13	12	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
14	13	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
15	14	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
16	15	POWER PROVISIONING				
17	16	Power Panel:				
18	17	50 Amp	Per Power Panel (CLEC Provided)	NONE		
19	18	200 Amp	Per Power Panel (CLEC Provided)	NONE		
20	19	Power Cable and Infrastructure:				
21	20	Power Cable Rack	Per Four Power Cables or Quad	NONE		
22	21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
23	22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
24	23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
25	24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
26	25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
27	26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
28	27	Equipment Grounding:				
29	28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92
30	29	DC POWER AMPERAGE CHARGE				
31	30	HVAC	Per 10 Amps	S8GCS	\$14.62	
32	31	Per Amp	Per Amp	S8GCR	\$10.61	
33	32	FIBER CABLE PLACEMENT				
34	33	Central Office:				
35	34	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
36	35	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
37	36	MISCELLANEOUS & OPTIONAL COST:				
38	37	MISCELLANEOUS COSTS				
39	38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
40	39	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
41	40	Space Availability Report	Per Premise	NRFCQ		\$168.04
42	41	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
43	42	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
44	43	CAGE COMMON COSTS				
45	44	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29
46	45	INTERCONNECTION COSTS:				
47	46	ILEC TO CLEC CONNECTION				
48	47	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02
49	48	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02
50	49	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79
51	50	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89
52	51	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40
53	52	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67
54	53	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.58	\$698.82
55	54	CLEC TO CLEC CONNECTION				
56	55	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
57	56	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
58	57	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
59	58	Route Design		NRFCX		\$424.88
60	59	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18	
61	60	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12	
62	61	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31	
63	62	TIME SENSITIVE ACTIVITIES				
64	63	PRE-VISITS				
65	64	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
66	65	Comm. Tech. - Craft	Per 1/4 Hour	NRFCS		\$19.60
67	66	CO Manager - 1st Level	Per 1/4 Hour	NRFCU		\$19.72
68	67	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
69	68	CONSTRUCTION VISITS				
70	69	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
71	70	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
72	71					
73	72	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
74	73	REAL ESTATE				
75	74	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28
76	75	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56
77	76	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97	

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
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April 24, 2007

ATT OH/CLEC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
78	77	COMMON SYSTEMS				
79	78	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86
80	79	PLANNING				
81	80	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
82	81	Planning	Per Request	NRFCB		\$5,244.43
83	82	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
84	83	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
85	84	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
86	85	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
87	86	POWER PROVISIONING				
88	87	Power Panel:				
89	88	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
90	89	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
91	90	Power Cable and Infrastructure:				
92	91	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$1,378.83
93	92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84
94	93	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$1,700.70
95	94	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$1,830.56
96	95	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85
97	96	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44
98	97	Equipment Grounding:				
99	98	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92
100	99	DC POWER AMPERAGE CHARGE				
101	100	HVAC	Per 10 Amps	S8GCS	\$14.62	
102	101	Per Amp	Per Amp	S8GCR	\$10.61	
103	102	FIBER CABLE PLACEMENT				
104	103	Central Office:				
105	104	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
106	105	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76	
107	106	MISCELLANEOUS & OPTIONAL COST:				
108	107	MISCELLANEOUS COSTS				
109	108	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
110	109	Bits Timing	Based on two (2) leads per circuit	S8GEJ	\$3.58	\$698.82
111	110	Space Availability Report	Per Premise	NRFCQ		\$168.04
112	111	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
113	112	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
114	113	CAGE COMMON COSTS				
115	114	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70
116	115	INTERCONNECTION COSTS:				
117	116	ILEC TO CLEC CONNECTION				
118	117	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$1,027.16
119	118	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16
120	119	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06
121	120	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48
122	121	DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$2,181.58
123	122	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89
124	123	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78
125	124	CLEC TO CLEC CONNECTION				
126	125	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
127	126	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
128	127	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
129	128	Route Design		NRFCX		\$424.88
130	129	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
131	130	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
132	131	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
133	132	TIME SENSITIVE ACTIVITIES				
134	133	PRE-VISITS				
135	134	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
136	135	Comm. Tech - Craft	Per 1/4 Hour	NRFCB		\$19.60
137	136	CO Manager - 1st Level	Per 1/4 Hour	NRFCB		\$19.72
138	137	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
139	138	CONSTRUCTION VISITS				
140	139	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
141	140	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
142	141					
143	142	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
144	143	CAGELESS				
145	144	REAL ESTATE				
146	145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
147	146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
148	147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21	
149	148	COMMON SYSTEMS				
150	149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45
151	150	PLANNING				
152	151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
153	152	Planning	Per Request	NRFCJ		\$4,601.93
154	153	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
155	154	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007

ATT OHIO/CLC

	A	B	C	D	E	F
	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
155	154	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
156	155	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
157	156	POWER PROVISIONING				
158	157	Power Panel:				
159	158	50 Amp	Per Power Panel (CLEC Provided)	NONE		
160	159	200 Amp	Per Power Panel (CLEC Provided)	NONE		
161	160	Power Cable and Infrastructure:				
162	161	Power Cable Rack	Per Four Power Cables or Quad	NONE		
163	162	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F34	\$0.25	\$48.23
164	163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
165	164	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F35	\$0.25	\$48.23
166	165	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F36	\$0.25	\$48.23
167	166	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
168	167	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
169	168	Equipment Grounding:				
170	169	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
171	170	DC POWER AMPERAGE CHARGE				
172	171	HVAC	Per 10 Amps	S8GCS	\$14.62	
173	172	Per Amp	Per Amp	S8GCR	\$10.61	
174	173	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
175	174	FIBER CABLE PLACEMENT				
176	175	Central Office:				
177	176	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
178	177	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
179	178	CEV, HUT & Cabinets:				
180	179	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
181	180	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
182	181	MISCELLANEOUS & OPTIONAL COST:				
183	182	MISCELLANEOUS COSTS				
184	183	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
185	184	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
186	185	Space Availability Report	Per Premise	NRFCQ		\$168.04
187	186	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
188	187	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
189	188	CAGELESS / POT BAY OPTIONS				
190	189	Standard Equipment Bay	Each (CLEC Provided)	NONE		
191	190	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE		
192	191	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE		
193	192	VF/DS0 Termination Module	Each (CLEC Provided)	NONE		
194	193	DDP-1 Panel	Each (CLEC Provided)	NONE		
195	194	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE		
196	195	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE		
197	196	DS3 Interconnect Module	Each (CLEC Provided)	NONE		
198	197	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE		
199	198	Fiber Termination Dual Module	Each (CLEC Provided)	NONE		
200	199	CEV, HUT, CABINET				
201	200	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
202	201	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
203	202	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
204	203	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
205	204	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
206	205	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
207	206	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
208	207	INTERCONNECTION COSTS:				
209	208	ILEC TO CLEC CONNECTION				
210	209	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
211	210	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
212	211	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
213	212	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
214	213	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
215	214	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
216	215	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
217	216	CLEC TO CLEC CONNECTION				
218	217	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
219	218	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
220	219	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
221	220	Route Design		NRFCX		\$424.88
222	221	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00
223	222	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00
224	223	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00
225	224	PROJECT MANAGEMENT				
226	225	CEV, HUT & CABINET				
227	226	Project Coordination	Per CLEC Application	NRFCF		\$631.17
228	227	TIME SENSITIVE ACTIVITIES				
229	228	PRE-VISITS				
230	229	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
231	230	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
232	231	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72
233	232	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
234	233	CONSTRUCTION VISITS				

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007

ATT OH/CLEC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
235	234	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
236	235	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
237	236	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
238	237	CAGELESS				
239	238	REAL ESTATE				
240	239	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81
241	240	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57
242	241	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21	
243	242	COMMON SYSTEMS				
244	243	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45
245	244	PLANNING				
246	245	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
247	246	Planning	Per Request	NRFCJ		\$4,601.93
248	247	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
249	248	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
250	249	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
251	250	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
252	251	POWER PROVISIONING				
253	252	Power Panel:				
254	253	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
255	254	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
256	255	Power Cable and Infrastructure:				
257	256	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3D	\$5.83	\$2,100.33
258	257	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52
259	258	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3E	\$8.35	\$2,424.71
260	259	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3F	\$8.96	\$2,586.91
261	260	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10
262	261	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32
263	262	Equipment Grounding:				
264	263	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
265	264	DC POWER AMPERAGE CHARGE				
266	265	HVAC	Per 10 Amps	S8GCS	\$14.62	
267	266	Per Amp	Per Amp	S8GCR	\$10.61	
268	267	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
269	268	FIBER CABLE PLACEMENT				
270	269	Central Office:				
271	270	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
272	271	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
273	272	CEV, HUT & Cabinets:				
274	273	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
275	274	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
276	275	MISCELLANEOUS & OPTIONAL COST:				
277	276	MISCELLANEOUS COSTS				
278	277	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
279	278	Bits Timing	Based on two (2) leads per circuit	S8GEJ	\$3.58	\$698.82
280	279	Space Availability Report	Per Premise	NRFCQ		\$168.04
281	280	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
282	281	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
283	282	CAGELESS / POT BAY OPTIONS				
284	283	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28
285	284	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81
286	285	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64
287	286	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65
288	287	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47
289	288	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35
290	289	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00
291	290	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88
292	291	CEV, HUT, CABINET				
293	292	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
294	293	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
295	294	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
296	295	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
297	296	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
298	297	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
299	298	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
300	299	INTERCONNECTION COSTS:				
301	300	ILEC TO CLEC CONNECTION				
302	301	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16
303	302	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16
304	303	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06
305	304	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48
306	305	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58
307	306	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89
308	307	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78
309	308	CLEC TO CLEC CONNECTION				
310	309	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
311	310	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
312	311	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
313	312	Route Design		NRFCX		\$424.88

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THE OHIO BELL
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COLLOCATION RATE SUMMARY
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ATT OHYCLEC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
314	313	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
315	314	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
316	315	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
317	316	PROJECT MANAGEMENT				
318	317	CEV, HUT & CABINET				
319	318	Project Coordination	Per CLEC Application	NRFCCK		\$631.17
320	319	TIME SENSITIVE ACTIVITIES				
321	320	PRE-VISITS				
322	321	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
323	322	Comm. Tech - Craft	Per 1/4 Hour	NRFCFS		\$19.60
324	323	CO Manager - 1st Level	Per 1/4 Hour	NRFCFT		\$19.72
325	324	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
326	325	CONSTRUCTION VISITS				
327	326	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
328	327	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
329	328					
330	329	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON				
331	330	REAL ESTATE				
332	331	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
333	332	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
334	333	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
335	334	COMMON SYSTEMS				
336	335	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
337	336	PLANNING				
338	337	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
339	338	Planning	Per Request	NRFCJ		\$4,601.93
340	339	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
341	340	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
342	341	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
343	342	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
344	343	POWER PROVISIONING				
345	344	Power Panel:				
346	345	50 Amp	Per Power Panel (CLEC provides)	NONE		
347	346	200 Amp	Per Power Panel (CLEC provides)	NONE		
348	347	Power Cable and Infrastructure:				
349	348	Power Cable Rack	Per Four Power Cables or Quad	NONE		
350	349	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
351	350	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
352	351	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
353	352	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
354	353	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
355	354	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
356	355	Equipment Grounding:				
357	356	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
358	357	DC POWER AMPERAGE CHARGE				
359	358	HVAC	Per 10 Amps	S8GCS	\$14.62	
360	359	Per Amp	Per Amp	S8GCR	\$10.61	
361	360	FIBER CABLE PLACEMENT				
362	361	Central Office:				
363	362	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
364	363	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
365	364	MISCELLANEOUS & OPTIONAL COST:				
366	365	MISCELLANEOUS COSTS				
367	366	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
368	367	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
369	368	Space Availability Report	Per Premise	NRFCQ		\$168.04
370	369	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
371	370	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
372	371	CAGE COMMON COSTS				
373	372	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
374	373	INTERCONNECTION COSTS:				
375	374	ILEC TO CLEC CONNECTION				
376	375	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
377	376	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
378	377	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
379	378	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
380	379	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
381	380	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
382	381	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
383	382					
384	383	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON				
385	384	REAL ESTATE				
386	385	Site Conditioning	Per Bay	S8GCL		\$92.81
387	386	Safety & Security	Per Frame	S8GCN		\$195.57
388	387	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
389	388	COMMON SYSTEMS				
390	389	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
391	390	PLANNING				

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THE OHIO BELL
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ATT OH/CLEC

	A	B	C	D	E	F
	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
392	391	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
393	392	Planning	Per Request	NRFCJ		\$4,601.93
394	393	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
395	394	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
396	395	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
397	396	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
398	397	POWER PROVISIONING				
399	398	Power Panel:				
400	399	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
401	400	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
402	401	Power Cable and Infrastructure:				
403	402	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$1,378.83
404	403	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84
405	404	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$1,700.70
406	405	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$1,830.56
407	406	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85
408	407	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44
409	408	Equipment Grounding:				
410	409	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
411	410	DC POWER AMPERAGE CHARGE				
412	411	HVAC	Per 10 Amps	S8GCS	\$14.62	
413	412	Per Amp	Per Amp	S8GCR	\$10.61	
414	413	FIBER CABLE PLACEMENT				
415	414	Central Office:				
416	415	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
417	416	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
418	417	MISCELLANEOUS & OPTIONAL COST:				
419	418	MISCELLANEOUS COSTS				
420	419	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
421	420	Bits Timing	Based on two (2) leads per circuit	S8GEJ	\$3.58	\$698.82
422	421	Space Availability Report	Per Premise	NRFCQ		\$168.04
423	422	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
424	423	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
425	424	CAGE COMMON COSTS				
426	425	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
427	426	INTERCONNECTION COSTS:				
428	427	ILEC TO CLEC CONNECTION				
429	428	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16
430	429	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16
431	430	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06
432	431	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48
433	432	DS3 Arrangement - DCS	1 DS3	S8GDY	\$115.58	\$2,181.58
434	433	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89
435	434	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78
436	435					
437	436	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
438	437	REAL ESTATE				
439	438	Site Conditioning	Per Frame	S8FX5		\$92.81
440	439	Safety & Security	Per Frame	S8FX6		\$195.57
441	440	Floor Space Usage	Per Frame	S8F62	\$28.91	
442	441	COMMON SYSTEMS				
443	442	Common Systems - Standard	Per Frame	S8F64	\$10.75	
444	443	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36	
445	444	PLANNING				
446	445	Planning	Per Request	NRM99		\$5,555.76
447	446	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
448	447	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
449	448	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
450	449	POWER PROVISIONING				
451	450	Power Cable and Infrastructure:				
452	451	Power Cable Rack	Per Four Power Cables or Quad	NONE		
453	452	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F37	\$0.52	
454	453	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52	
455	454	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F38	\$0.52	
456	455	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F39	\$0.52	
457	456	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52	
458	457	Equipment Grounding:				
459	458	Ground Cable Placement	Per Frame	S8F69	\$0.36	
460	459	DC POWER AMPERAGE CHARGE				
461	460	HVAC	Per 10 Amps	S8FXO	\$14.62	
462	461	Per Amp	Per Amp	S8FXN	\$10.61	
463	462	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007

ATT OH/CLEC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
464	463	FIBER CABLE PLACEMENT				
465	464	Central Office:				
466	465	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
467	466	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
468	467	CEV, HUT & Cabinets:				
469	468	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.56
470	469	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
471	470	MISCELLANEOUS & OPTIONAL COST:				
472	471	MISCELLANEOUS COSTS				
473	472	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
474	473	Bits Timing	Based on two (2) leads per circuit	S8FXS	\$3.58	\$698.82
475	474	VIRTUAL FRAME OPTIONS				
476	475	Standard Equipment Bay	Each (CLEC Provided)	NONE		
477	476	CEV, HUT, CABINET				
478	477	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
479	478	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
480	479	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
481	480	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
482	481	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
483	482	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
484	483	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
485	484	INTERCONNECTION COSTS:				
486	485	ILEC TO CLEC CONNECTION				
487	486	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02
488	487	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02
489	488	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22
490	489	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13
491	490	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12
492	491	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42
493	492	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71
494	493	VIRTUAL TO VIRTUAL CONNECTION				
495	494	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
496	495	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
497	496	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
498	497	Route Design		NRLWF		\$463.36
499	498	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00
500	499	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00
501	500	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00
502	501	PROJECT MANAGEMENT				
503	502	CEV, HUT & CABINET				
504	503	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
505	504	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
506	505	CENTRAL OFFICE TYPE				
507	506	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
508	507	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMHN		\$242.35
509	508	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
510	509	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
511	510	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMJ9		\$242.35
512	511	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
513	512	CEV, HUT & CABINET				
514	513	Per Visit	4 Hour Minimum - Initial	NRMJ9		\$242.35
515	514	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
516	515	ADDITIONAL LABOR ELEMENTS				
517	516	TRAINING				
518	517	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
519	518	CO Manager	Per 1/2 Hour	NRME9		\$39.45
520	519	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
521	520	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
522	521	EQUIPMENT EVALUATION COST				
523	522	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
524	523	TEST AND ACCEPTANCE				
525	524	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
526	525					
527	526	AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
528	527	REAL ESTATE				
529	528	Site Conditioning	Per Frame	S8FX5		\$92.81
530	529	Safety & Security	Per Frame	S8FX6		\$195.57
531	530	Floor Space Usage	Per Frame	S8FX1	\$28.91	
532	531	COMMON SYSTEMS				
533	532	Common Systems - Standard	Per Frame	S8FX3	\$10.75	
534	533	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36	
535	534	PLANNING				
536	535	Planning	Per Request	NRM99		\$5,555.76
537	536	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
538	537	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
539	538	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007

ATT OH/CLEC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
540	539	POWER PROVISIONING				
541	540	Power Cable and Infrastructure:				
542	541	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3G	\$5.83	\$1,378.83
543	542	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84
544	543	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3H	\$8.35	\$1,700.70
545	544	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3J	\$8.96	\$1,830.56
546	545	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85
547	546	Equipment Grounding:				
548	547	Ground Cable Placement	Per Frame	S8FX9	\$0.36	
549	548	DC POWER AMPERAGE CHARGE				
550	549	HVAC	Per 10 Amps	S8FXO	\$14.62	
551	550	Per Amp	Per Amp	S8FXN	\$10.61	
552	551	CEV, HUT & Cabinets	Per 2 Inch mounting space	S8FXP	\$1.27	
553	552	FIBER CABLE PLACEMENT				
554	553	Central Office:				
555	554	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
556	555	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
557	556	CEV, HUT & Cabinets:				
558	557	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
559	558	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
560	559	MISCELLANEOUS & OPTIONAL COST:				
561	560	MISCELLANEOUS COSTS				
562	561	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
563	562	Bits Timing	Based on two (2) leads per circuit	S8FXS	\$3.58	\$698.82
564	563	VIRTUAL FRAME OPTIONS				
565	564	Standard Equipment Bay	Each	S8FX2	\$22.19	
566	565	CEV, HUT, CABINET				
567	566	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
568	567	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
569	568	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
570	569	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
571	570	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
572	571	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
573	572	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
574	573	INTERCONNECTION COSTS:				
575	574	ILEC TO CLEC CONNECTION				
576	575	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37
577	576	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37
578	577	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27
579	578	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69
580	579	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79
581	580	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10
582	581	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19
583	582	VIRTUAL TO VIRTUAL CONNECTION				
584	583	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
585	584	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
586	585	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
587	586	Route Design		NRML9		\$463.36
588	587	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53
589	588	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77
590	589	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09
591	590	PROJECT MANAGEMENT				
592	591	CEV, HUT & CABINET				
593	592	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
594	593	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
595	594	CENTRAL OFFICE TYPE				
596	595	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
597	596	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMHN		\$242.35
598	597	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
599	598	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
600	599	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMJ9		\$242.35
601	600	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
602	601	CEV, HUT & CABINET				
603	602	Per Visit	4 Hour Minimum - Initial	NRMJ9		\$242.35
604	603	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
605	604	ADDITIONAL LABOR ELEMENTS				
606	605	TRAINING				
607	606	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
608	607	CO Manager	Per 1/2 Hour	NRME9		\$39.45
609	608	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
610	609	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
611	610	EQUIPMENT EVALUATION COST				
612	611	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
613	612	TEST AND ACCEPTANCE				
614	613	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
615	614					

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007

ATTN: CLEC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
		CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
616	615	ADJACENT ON-SITE				
617	616	PLANNING				
618	617	Planning - Initial	Per Request	NRFA1		\$9,268.73
619	618	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
620	619	REAL ESTATE				
621	620	Land Rental	Per Square Foot	S8GEN	\$0.44	
622	621	POWER PROVISIONING				
623	622	Power Cable and Infrastructure:				
624	623	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE		
625	624	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE		
626	625	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE		
627	626	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE		
628	627	AC Service:				
629	628	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
630	629	AC Usage	Per KWH	S8GEO	\$0.05	
631	630	DC POWER AMPERAGE CHARGE				
632	631	Per Amp	Per Amp	S8GCR	\$10.61	
633	632	FIBER CABLE PLACEMENT				
634	633	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48
635	634	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
636	635	CABLE RACK				
637	636	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
638	637	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
639	638	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
640	639	CONDUIT PLACEMENT				
641	640	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71
642	641	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89
643	642	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50
644	643	INTERCONNECTION COSTS:				
645	644	ILEC TO CLEC CONNECTION				
646	645	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02
647	646	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$156.02
648	647	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79
649	648	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89
650	649	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40
651	650	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67
652	651	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49
653	652					
		AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
654	653	ADJACENT ON-SITE				
655	654	PLANNING				
656	655	Planning - Initial	Per Request	NRFA1		\$9,268.73
657	656	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
658	657	REAL ESTATE				
659	658	Land Rental	Per Square Foot	S8GEN	\$0.44	
660	659	POWER PROVISIONING				
661	660	Power Cable and Infrastructure:				
662	661	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86
663	662	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00
664	663	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00
665	664	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00
666	665	AC Service:				
667	666	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
668	667	AC Usage	Per KWH	S8GEO	\$0.05	
669	668	DC POWER AMPERAGE CHARGE				
670	669	Per Amp	Per Amp	S8GCR	\$10.61	
671	670	FIBER CABLE PLACEMENT				
672	671	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96
673	672	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
674	673	CABLE RACK				
675	674	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
676	675	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
677	676	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
678	677	CONDUIT PLACEMENT				
679	678	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71
680	679	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89
681	680	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50
682	681	INTERCONNECTION COSTS:				
683	682	ILEC TO CLEC CONNECTION				
684	683	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93
685	684	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$1,371.93
686	685	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45
687	686	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45
688	687	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33
689	688	DS3 Arrangement - DSX	1 DS3	S8GD3	\$12.36	\$598.33
690	689	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22
691	690					
		CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
692	691	ADJACENT OFF-SITE				

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THE OHIO BELL
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ATT OH/CLEC

	A	B	C	D	E	F
	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
693	692	PLANNING				
694	693	Planning	Per Request	NRFA3		\$1,254.32
695	694	CONDUIT				
696	695	Conduit Space	Per Innerduct	S8GEW	\$1.17	
697	696	INTERCONNECTION COSTS:				
698	697	ILEC TO CLEC CONNECTION				
699	698	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43	
700	699	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96	
701	700	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03	
702	701	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43	
703	702	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02	
704	703			+		
705	704	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
706	705	ADJACENT OFF-SITE				
707	706	PLANNING	Per Request	NRFA3		\$1,254.32
708	707	CONDUIT				
709	708	Conduit Space	Per Innerduct	S8GEW	\$1.17	
710	709	INTERCONNECTION COSTS:				
711	710	ILEC TO CLEC CONNECTION				
712	711	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	\$311.43	\$485.31
713	712	DS1 Arrangement - DCS	28 DS1	S8GDO	\$439.96	\$1,830.99
714	713	DS1 Arrangement - DSX	28 DS1	S8GDT	\$35.03	\$1,830.99
715	714	DS1 Arrangement - MDF	450 DS1	S8GDU	\$311.43	\$485.31
716	715	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$9.02	\$3,370.20
717	716					
718	717	RATES AND CHARGES FOR				
719	718	COMPLETE SPACE DISCONTINUANCE				
720	719	Application Fee	Per Request	NRFX1		\$503.95
721	720	Project Management Fee - Complete Space Discontinuance	Per Request	NRFX2		\$2,883.10
722	721	Remove Fiber Jumpers	Per linear foot	NRFX3		\$18.79
723	722	Remove Fiber Cables	Per linear foot	NRFX4		\$14.43
724	723	Remove VF/DS0 Cable	Per linear foot	NRFX5		\$2.60
725	724	Remove DS1 Cable	Per linear foot	NRFX6		\$4.89
726	725	Remove DS3 Cable (Coax)	Per linear foot	NRFX7		\$3.57
727	726	Remove Timing Cable	Per Request	NRFX8		\$9.64
728	727	Remove Power Cable-50AMP feed & below	Per linear foot	NRFX9		\$24.76
729	728	Remove Power Cable-100AMP feed & above	Per linear foot	NRFXA		\$22.73
730	729	Remove Cage Grounding Material	Each grounding lead & ground bar	NRFXB		\$1,462.85
731	730	Remove Fiber Entrance Cable	Per cable removal job	NRFXC		\$1,664.00
732	731	Infrastructure Maps & Records	Per cable removal job	NRFXD		\$104.00
733	732	Engineering Work Order	Per cable removal job	NRFXE		\$104.00
734	733	Work Group Information Distribution	Per cable removal job	NRFXF		\$104.00
735	734	Restore Floor Tile - per Standard Bay	Per Standard Bay	NRFXG		\$71.79
736	735	Floor Restoration Contractor Trip Charge	Per trip	NRFXH		\$144.63
737	736	Restore Floor Tile	Per Non-Standard Bay	NRFXJ		\$81.53
738	737					
739	738	RATES AND CHARGES FOR				
740	739	SPACE REASSIGNMENT/RETENCILING				
741	740	Application Fee	Per Request	NRFXK		\$503.95
742	741	Project Management Fee - Space Reassignment	Per Request	NRFXL		\$2,883.10
743	742	Restencil DS0/DSL Block	Per 100 pair block	NRFXM		\$15.33
744	743	Restencil DS1 Block	Per 28 DS1s	NRFXN		\$6.02
745	744	Restencil DS3 Coax Cable	Per cable	NRFXO		\$4.90
746	745	Restencil Fiber Cable Block	Per 12 pair cable	NRFXP		\$91.95
747	746	Restencil Fiber Jumper Block	Per 4 jumpers	NRFXQ		\$61.30
748	747	Restencil Power and tag cables	Per 1-4 feeds	NRFXR		\$107.28
749	748	Restencil Timing Source and tag cable	Per cable	NRFXS		\$122.60
750	749	Timing Record Book Update	Per element	NRFXT		\$45.98
751	750	Interconnection Records Update	Per element	NRFXU		\$296.61
752	751	Power Records Update	Per element	NRFXV		\$355.94
753	752	Vendor Engineering	Per Space Reassignment job	NRFXW		\$711.88
754	753					
755	754	RATES AND CHARGES FOR				
756	755	POWER REDUCTION (CABLE REMOVAL)				
757	756	Application Fee	Per Request	NRFXX		\$503.95
758	757	Project Management Fee - Power Reduction(cable removal)	Per Request	NRFXY		\$2,220.45
759	758	Remove Power Cable-50AMP feed & below	Per linear foot	NRFXZ		\$24.76
760	759	Remove Power Cable-100AMP feed & above	Per linear foot	NRFY1		\$22.73
761	760					

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THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007

ATT OH/CLEC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
762	761	RATES AND CHARGES FOR				
763	762	POWER REDUCTION (REFUSING ONLY)				
764	763	Application Fee	Per Request	NRFY2		\$503.95
765	764	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	NRFY3		\$1,562.80
766	765	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	NRFY4		\$2,004.57
767	766	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	NRFY5		\$367.81
768	767	Restencil Power and tag cables	Per 1-4 feeds	NRFY6		\$107.28
769	768	Power Records Update	Per element	NRFY7		\$355.94
770	769	Vendor Engineering	Per Space Reassignment job	NRFY8		\$711.88
771	770	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	NRFY9		\$490.41
772	771	Restencil Power and tag cables	Per 1-4 feeds	NRFYA		\$107.28
773	772	Power Records Update	Per element	NRFYB		\$355.94
774	773	Vendor Engineering	Per Space Reassignment job	NRFYC		\$711.88
775	774					
776	775	RATES AND CHARGES FOR				
777	776	INTERCONNECTION TERMINATION REDUCTION				
778	777	Application Fee	Per Request	NRFYD		\$503.95
779	778	Project Management Fee – Interconnection Cable Reduction	Per Request	NRFYE		\$2,441.33
780	779	Remove VF/DS0 Cable	Per linear foot	NRFYF		\$2.60
781	780	Remove DS1 Cable	Per linear foot	NRFYG		\$4.89
782	781	Remove DS3 Cable (Coax)	Per linear foot	NRFYH		\$3.57
783	782	Remove Fiber Cables	Per linear foot	NRFYJ		\$14.43
784	783	Remove Fiber Jumpers	Per linear foot	NRFYK		\$18.79

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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 Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 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.

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DOCUMENT NUMBER-DATE

11121 DEC 21 5

FPSC-COMMISSION CLERK

From: Ferguson, Karon [mailto:kf2006@att.com]
Sent: Thursday, August 30, 2007 1:28 PM
To: Regulatory
Cc: Minnick, Karla S (Attswbt)
Subject: FW: Intrato Communications, Inc.--AT&T SouthEast 9 state Interconnection Agreement
Importance: High

<<Intrado.zip>>

Colleen,

The attached zip.file contains word docs from our Standard Interconnection Agreement that I previously sent to you in pdf. format.

We are reviewing Intrado's request to negotiate an Interconnection Agreement and will respond asap. Thanks,

Karon

Karon Ferguson
AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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Attn: BellSouth Business Markets Wholesale Marketing Communications
Room 8D32
754 Peachtree St. NE
Atlanta, GA 30308

From: Ferguson, Karon
Sent: Thursday, August 30, 2007 11:04 AM
To: 'regulatory@intrado.com'
Cc: Minnick, Karla S (Attswbt)
Subject: Intrato Communications, Inc.--AT&T SouthEast 9 state Interconnection Agreement
Importance: High

<<Intrado_Standard Interconnection Agreement.pdf>>
Hello Colleen,

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DOCUMENT NUMBER-DATE

11121 DEC 21 5

FPSC-COMMISSION CLERK

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Attached is our Standard Interconnection Agreement for the AT&T SouthEast 9 state region per your request.

Karon

Karon Ferguson

AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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CLEC Agreement With:

Intrado Communications, Inc.

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Attachment 11 - Bona Fide Request and New Business Request Process

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AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, (AT&T), and Intrado Communications, Inc. (Intrado), a Delaware corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or Intrado or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, AT&T is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Intrado is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, pursuant to Sections 251 and 252 of the Act; Intrado wishes to purchase certain services from AT&T; and

WHEREAS, the Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (LNP) pursuant to Sections 251 and 252 of the Act as set forth herein; and

WHEREAS, Intrado wishes to purchase and AT&T wishes to provide other services as described in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements contained herein, AT&T and Intrado agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than ten percent (10%).

Commission is defined as the appropriate regulatory agency in each state of AT&T Southeast Region 9-State (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

FCC means the Federal Communications Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1 CLEC Certification

1.1 Intrado agrees to provide AT&T in writing Intrado's CLEC certification from the Commission for all states covered by this Agreement except Kentucky prior to AT&T filing this Agreement with the appropriate Commission for approval. Additionally, Intrado shall provide to AT&T an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

1.2 To the extent Intrado is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Intrado may not purchase services hereunder in that state. Intrado will notify AT&T in writing and provide CLEC certification from the Commission when it becomes certified to operate in, as well as an effective certification to do business issued by the secretary of state or equivalent authority for, any other state covered by this Agreement. Upon receipt thereof, AT&T will file this Agreement in that state, and Intrado may purchase services pursuant to this Agreement in that state, subject to establishing appropriate accounts in the additional state as described in Attachment 7.

1.3 Should Intrado's certification in any state be rescinded or otherwise terminated, AT&T may, at its election, suspend or terminate this Agreement immediately and all monies owed on all outstanding invoices for services provided in that state shall

become due, or AT&T may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the term of this Agreement. Intrado shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2 Term of the Agreement

- 2.1 The initial term of this Agreement shall be five (5) years, beginning on the Effective Date and shall apply to the AT&T Southeast Region 9-State in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred eighty (180) days prior to the expiration of the initial term of this Agreement, the Parties shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. § 252.
- 2.3.1 Intrado may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then AT&T may terminate this Agreement upon sixty (60) days notice to Intrado. In the event that AT&T terminates this Agreement as provided above, AT&T shall continue to offer services to Intrado pursuant to the rates, terms and conditions set forth in AT&T's then current standard interconnection agreement. In the event that AT&T's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

- 2.3.2 Notwithstanding Section 2.2 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above and AT&T is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month-to-month basis but shall be deemed terminated as of the expiration date hereof.
- 2.4 If, at any time during the term of this Agreement, AT&T is unable to contact Intrado pursuant to the Notices provision hereof or any other contact information provided by Intrado under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to Intrado pursuant to the Notices section hereof. Furthermore, if after eighteen (18) months following the Effective Date of this Agreement Intrado has no active services pursuant to this Agreement, AT&T may terminate this Agreement, without any liability to AT&T, upon notification to Intrado pursuant to the Notices section hereof.
- 2.5 In addition to as otherwise set forth in this Agreement, AT&T reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of AT&T's facilities or service, abuse of AT&T's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due. In such event, Intrado is solely responsible for notifying its customers of any discontinuance of service.
- 3 Nondiscriminatory Access**
- When Intrado purchases Telecommunications Services from AT&T pursuant to Attachment I of this Agreement for the purposes of resale to customers, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that AT&T provides to others, including its customers. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by AT&T to Intrado shall be at least equal to that which AT&T provides to itself and shall be the same for all Telecommunications carriers requesting access to that Network Element. The quality of the interconnection between the network of AT&T and the network of Intrado shall be at a level that is equal to that which AT&T provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within AT&T's network and shall extend to a consideration of service quality as perceived by AT&T's customers and service quality as perceived by Intrado.

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4 Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 4.1 Subpoenas Directed to AT&T. Where AT&T provides resold services for Intrado, AT&T shall respond to subpoenas and court ordered requests delivered directly to AT&T for the purpose of providing call detail records when the targeted telephone numbers belong to Intrado customers. Billing for such requests will be generated by AT&T and directed to the law enforcement agency initiating the request. AT&T shall maintain such information for Intrado customers for the same length of time it maintains such information for its own customers.
- 4.2 Subpoenas Directed to Intrado. Where AT&T is providing resold services to Intrado, then Intrado agrees that in those cases where Intrado receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Intrado customers, and where Intrado does not have the requested information, Intrado will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T for handling in accordance with Section 4.1 above.
- 4.3 In all other instances, where either Party receives a request for information involving the other Party's customer, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

5 Liability and Indemnification

- 5.1 Intrado Liability. In the event that Intrado consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using Intrado's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of Intrado under this Agreement.
- 5.2 Liability for Acts or Omissions of Third Parties. AT&T shall not be liable to Intrado for any act or omission of another entity providing any services to Intrado.
- 5.3 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to Intrado pursuant to Attachment 9 hereof shall be credited against any damages otherwise payable to Intrado pursuant to this Agreement.
- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its customers and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum

extent permitted by Applicable Law, such Party shall not be liable to the customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall, except to the extent caused by the other Party's gross negligence or willful misconduct, indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

5.3.2 Neither AT&T nor Intrado shall be liable for damages to the other Party's terminal location, equipment or customer premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

5.3.3 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

5.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

5.4 Indemnification for Certain Claims. Except as otherwise set forth in this Agreement and except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by any third party (including, but not limited to, a customer of the Party receiving services) arising from the third party's use or reliance on and

arising from the Party receiving services use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

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

6 Intellectual Property Rights and Indemnification

- 6.1 No License. Except as expressly set forth in Section 6.2 below, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.
- 6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

- 6.3 Intellectual Property Remedies
- 6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 above.
- 6.3.2 Claim of Infringement
- 6.3.2.1 In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:
- 6.3.2.2 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 6.3.2.3 obtain a license sufficient to allow such use to continue.
- 6.3.2.4 In the event Sections 6.3.2.2 or 6.3.2.3 above are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 6.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 6.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 6.3.5 Dispute Resolution. Any claim arising under Sections 6.1 and 6.2 above shall be excluded from the dispute resolution procedures set forth in Section 8 below and shall be brought in a court of competent jurisdiction.

7 **Proprietary and Confidential Information**

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

7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees consultants, contractors and agents of Recipient or its Affiliates with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipients may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such information has been returned or destroyed.

7.3 Exceptions

7.3.1 Recipient will not have an obligation to protect any portion of the Information which:

7.3.2 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

7.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. § 251 or in performing its obligations under this Agreement

and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

- 7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

8 Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, if it elects to pursue resolution of the dispute, shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

9 Taxes

- 9.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.
- 9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party
- 9.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

- 9.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party
- 9.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 9.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 9.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not applicable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be applicable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 9.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 9.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

- 9.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party
- 9.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 9.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 9.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application of or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 9.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.

- 9.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.

9.5 Additional Provisions Applicable to All Taxes and Fees

- 9.5.1 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.
- 9.5.2 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to bring a dispute related to the application or amount of a tax or fee before a regulatory authority.

10 Force Majeure

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

affected shall provide notice of the Force Majeure event within a reasonable period of time following such an event.

11 Adoption of Agreements

Pursuant to 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, AT&T shall make available to Intrado any entire interconnection agreement filed and approved pursuant to 47 U.S.C. § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

12.1 If Intrado changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Intrado to notify AT&T of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the Commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, Intrado shall provide AT&T with any necessary supporting documentation, which may include, but is not limited to, a credit application, Application for Master Account, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) for each state as assigned by National Exchange Carrier Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), AT&T's blanket form letter of authority (LOA), Misdirected Number form and a tax exemption certificate.

12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

13 Intervening Law

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

competent jurisdiction upon the written request of either Party in accordance with Section 20.1 below ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

14 Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

15 Indivisibility

Subject to Section 15 below, the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by AT&T of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement as set forth in Attachment 4. The Parties further acknowledge that this Agreement is intended to constitute a single transaction and that the obligations of the Parties under this Agreement are interdependent.

16 Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8 above.

17 Non-Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the

right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

18 Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

19 Assignments and Transfers

19.1 Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that Intrado is entitled to provide Telecommunications Service. After AT&T's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Intrado shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) Intrado pays all bills, past due and current, under this Agreement, or (2) Intrado's assignee expressly assumes liability for payment of such bills.

19.2 In the event that Intrado desires to transfer any services hereunder to another provider of Telecommunications Service, or Intrado desires to assume hereunder any services provisioned by AT&T to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

20 Notices

20.1 Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

AT&T Local Contract Manager
600 North 19th Street, 10th floor

DECLASSIFIED

Birmingham, AL 35203

and

Business Markets Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Intrado Communications, Inc.

Thomas W. Hicks
Director, Regulatory Affairs
c/o Colleen Lockett
1601 Dry Creek Drive
Longmont, CO 80503
regulatory@intrado.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

20.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

20.3 Notwithstanding the above, AT&T will post to AT&T's Interconnection Web site changes to business processes and policies and shall post to AT&T's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

21 Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

22 Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

23 Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24 Filing of Agreement

This Agreement, and any amendments hereto, shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, or as otherwise required by the state and the Parties shall share equally in any applicable fees. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Intrado is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

25 Compliance with Law

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. This Agreement also contains certain provisions that were negotiated without regard to the Parties' obligations as set forth Section 251 of the Act. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

26 Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

27 Good Faith Performance

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

28 Rates

28.1 Intrado shall pay the charges set forth in this Agreement. In the event that AT&T is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, AT&T reserves the right to back bill Intrado for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to Intrado's agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 7 hereof, AT&T shall not back bill any amounts for services rendered more than twelve (12) months

prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:

- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;
- Charges incorrectly billed due to erroneous information supplied by the non-billing Party;
- Charges for which a regulatory body has granted, or a regulatory change permits, the billing Party the authority to back bill.

28.2 To the extent a rate element is omitted or no rate is established, AT&T has the right not to provision such service until the Agreement is amended to include such rate.

28.3 To the extent Intrado requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement, unless the Parties agree to amend this Agreement to include such service prospectively.

29 Rate True-Up

29.1 This section applies to rates that are expressly subject to true-up.

29.2 The rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any discrepancy between the records or disagreement between the Parties regarding the amount of such true-up, the dispute shall be subject to the dispute resolution process set forth in this Agreement.

29.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon AT&T and Intrado specifically or upon all carriers generally, such as a generic cost proceeding.

30 Survival

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

31 Entire Agreement

31.1 This Agreement means the General Terms and Conditions, the Attachments hereto and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Intrado acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall, as of the Effective Date, be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 Any reference throughout this Agreement to a tariff, industry guideline, AT&T's technical guideline or reference, AT&T business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T's Interconnection Web site at: www.interconnection.bellsouth.com. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned; provided, however, that in any state where certain AT&T services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T provides such services as a result of detariffing or deregulation.

General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Kentucky,
AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee

Intrado Communications, Inc.

By: _____

By: _____

Name: Kristen E. Shore _____

Name: _____

Title: Director _____

Title: _____

Date: _____

Date: _____

Attachment 1

Resale

DECLASSIFIED

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DECLASSIFIED

RESALE

1. Discount Rates

- 1.1 The discounts rates applied to Intrado's purchases of AT&T Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. Such discounts have been determined by the applicable Commission to reflect the costs avoided by AT&T when selling a service for wholesale purposes.
- 1.2 The Telecommunications Services available for purchase by Intrado for the purposes of resale to Intrado's customers shall be available at AT&T's tariffed rates less the discount reflected in Exhibit D and subject to the exclusions and limitations in Exhibit A.

2. Definition of Terms

For purposes of this Attachment only, the following terms shall have the definitions as set forth below:

- 2.1 Customer of Record means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as nonrecurring, monthly recurring, toll, directory assistance, etc.
- 2.2 End User Customer Location means the physical location of the premises where a customer makes use of the Telecommunications Services.
- 2.3 New Services means functions, features or capabilities that are not currently offered by AT&T. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.4 Resale means an activity wherein a certificated CLEC, such as Intrado, subscribes to the retail Telecommunications Services of AT&T and then offers those retail Telecommunications Services to the public.

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of AT&T's retail Telecommunications Services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, AT&T shall make available to Intrado for resale those Telecommunications Services AT&T makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff, to customers who are not Telecommunications carriers.
 - 3.1.1 When Intrado provides Resale service in a cross boundary area (customer is physically located in a particular state and is served by a central office in an adjoining state) the rates, regulations and discounts for the state in which the serving central office is located will apply. Billing will be from the state in which the customer is located.
- 3.2 Intrado as a reseller of Lifeline and Link-Up Services hereby certifies that it has

and will comply with the FCC requirements governing the Lifeline and Link-Up programs as set forth in 47 C.F.R. § 54.417(a) and (b). This includes the requirements set forth in AT&T's GSST, Sections A3.31 and A4.7.

- 3.2.1 Intrado shall maintain records to document FCC or applicable state eligibility and verification records to document compliance governing the Lifeline/Link-Up programs for the three (3) full preceding calendar years, and Intrado shall provide such documentation to the FCC or it's Administrator upon request.
- 3.2.2 In Tennessee, if Intrado does not resell Lifeline service to any end users, and if Intrado agrees to order an appropriate Operator Services/Directory Assistance block as set forth in AT&T's GSST, the discount shall be twenty-one point fifty-six percent (21.56%).
 - 3.2.2.1 In the event Intrado resells Lifeline service to any end user in Tennessee, AT&T will begin applying the sixteen percent (16%) discount rate to all services. Upon Intrado and AT&T's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate OCN is established for billing of Lifeline service end users, the discount shall be applied as set forth in Section 3.2.2 above for the non-Lifeline affected Master Account (Q-account).
 - 3.2.2.2 Intrado must provide written notification to AT&T within thirty (30) days prior to either providing its own operator services/directory services or ordering the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of twenty-one point fifty-six percent (21.56%).
- 3.3 Intrado may purchase resale services from AT&T for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.3.1 Intrado must resell services to other end users.
 - 3.3.2 Intrado cannot be a CLEC for the single purpose of selling to itself.
 - 3.3.3 Intrado will be the Customer of Record for all services purchased from AT&T. Except as specified herein, AT&T will take orders from, bill and receive payment from Intrado for said services.
- 3.4 Intrado will be AT&T's single point of contact for all services purchased pursuant to this Agreement. AT&T shall have no contact with the customer except to the extent provided for herein.
- 3.5 AT&T will continue to bill the customer for any services that the customer specifies it wishes to receive directly from AT&T. AT&T maintains the right to serve directly any customer within the service area of Intrado. AT&T will continue to market directly its own Telecommunications products and services and in doing so may establish independent relationships with customers of Intrado. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
 - 3.5.1 AT&T will accept a request from another CLEC for conversion of the customer's service from Intrado to such other CLEC. Upon completion of the conversion AT&T will notify Intrado that such conversion has been completed.

- 3.5.2 When a customer of Intrado or AT&T elects to change his/her carrier to the other Party, both Parties agree to release the customer's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the customer's requested service as set forth in the AT&T Product and Services Interval Guide.
- 3.5.3 AT&T and Intrado will refrain from contacting an customer who has placed or whose selected carrier has placed on the customer's behalf an order to change the customer's service provider from AT&T or Intrado to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the customer and are assigned to the service furnished. However, neither Party nor the customer has a property right to the telephone number or any other call number designation associated with services furnished by AT&T, and no right to the continuance of service through any particular central office. AT&T reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever AT&T deems it necessary to do so in the conduct of its business and in accordance with AT&T practices and procedures on a nondiscriminatory basis.
- 3.7 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.8 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.9 AT&T can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.10 If Intrado or its customers utilize an AT&T resold Telecommunications Service in a manner other than that for which the service was originally intended as described in AT&T's retail tariffs Intrado has the responsibility to notify AT&T. AT&T will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.11 Facilities and/or equipment utilized by AT&T to provide service to Intrado remain the property of AT&T.
- 3.12 Service Ordering and Operations Support Systems (OSS)
- 3.12.1 Intrado must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. Intrado may submit a Local Service Request (LSR) electronically as set forth in Attachment 6. Service orders will be in a standard format designated by AT&T.
- 3.12.2 AT&T messaging services set forth in AT&T's Messaging Service Re-Seller Information Package shall be made available for resale without the wholesale discount.
- 3.13 AT&T's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by AT&T and without the wholesale discount.

- 3.14 In the event Intrado acquires a customer whose service is provided pursuant to an AT&T Special Assembly, AT&T shall make available to Intrado that Special Assembly at the wholesale discount at Intrado's option. Intrado shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.15 AT&T shall provide 911/E911 for Intrado customers in the same manner that it is provided to AT&T customers. AT&T shall provide and validate Intrado customer information to the Public Safety Answering Point (PSAP). AT&T shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Intrado customer information in the Automatic Location Identification/Data Management System (ALI/DMS) databases used to support 911/E911 services.
- 3.16 Pursuant to 47 C.F.R. § 51.617, AT&T shall bill to Intrado, and Intrado shall pay, the End User Common Line (EUCL) charges identical to the EUCL charges AT&T bills its customers.
- 4 AT&T's Provision of Services to Intrado**
- 4.1 Resale of AT&T services shall be as follows:
- 4.1.1 The resale of Telecommunications Services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only Telecommunications Services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in AT&T's GSST Section A23, Shared Tenant Service Section in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 AT&T reserves the right to periodically audit services purchased by Intrado to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Intrado shall make any and all records and data available to AT&T or AT&T's auditors on a reasonable basis. AT&T shall bear the cost of said audit. Any information provided by Intrado for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions.
- 4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in AT&T's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual customer of AT&T in the appropriate section of AT&T's Tariffs. Specific tariff features (e.g., a usage allowance per month) shall not be aggregated across multiple resold services.
- 4.3 If Intrado cancels an order for resold services, any costs incurred by AT&T in conjunction with provisioning of such order will be recovered in accordance with AT&T's GSST and Private Line Services Tariffs.

4.4 Service Jointly Provisioned with an Independent Company or CLEC

- 4.4.1 AT&T will in some instances provision resold services in accordance with AT&T's GSST and Private Line Tariffs jointly with an Independent Company (ICO) or other CLEC.
- 4.4.2 When Intrado assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the AT&T service area only.
- 4.4.3 Service terminating in an ICO or other CLEC area will be provisioned and billed by the ICO or other CLEC directly to Intrado.
- 4.4.4 Intrado must establish a billing arrangement with the ICO or other CLEC prior to assuming a customer account where such circumstances apply.
- 4.4.5 Specific guidelines regarding such services are available on the AT&T Interconnection Web site.

5. **Maintenance of Services**

- 5.1 Services resold pursuant to this Attachment and AT&T's GSST and Private Line Service Tariff and facilities and equipment provided by AT&T shall be maintained by AT&T.
- 5.2 Intrado or its customers may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T except with the written consent of AT&T.
- 5.3 Intrado accepts responsibility to notify AT&T of situations that arise that may result in a service problem.
- 5.4 Intrado will contact the appropriate repair centers in accordance with procedures established by AT&T.
- 5.5 For all repair requests, Intrado shall adhere to AT&T's prescreening guidelines prior to referring the trouble to AT&T.
- 5.6 AT&T reserves the right to contact Intrado's customers, if deemed necessary, for maintenance purposes.

6. **Discontinuance of Service**

- 6.1 The procedures for discontinuing service to a customer are as follows:
 - 6.1.1 AT&T will deny service to Intrado's customer on behalf of, and at the request of, Intrado. Upon restoration of the customer's service, restoral charges will apply and will be the responsibility of Intrado.
 - 6.1.2 At the request of Intrado, AT&T will disconnect a Intrado customer.
 - 6.1.3 All requests by Intrado for denial or disconnection of a customer for nonpayment must be in writing.
 - 6.1.4 Intrado will be made solely responsible for notifying the customer of the proposed disconnection of the service.
 - 6.1.5 AT&T will continue to process calls made to the Annoyance Call Center and will

advise Intrado when it is determined that annoyance calls are originated from one of its customer's locations. AT&T shall be indemnified, defended and held harmless by Intrado and/or the customer against any claim, loss or damage arising from providing this information to Intrado. It is the responsibility of Intrado to take the corrective action necessary with its customer who make annoying calls. (Failure to do so will result in AT&T's disconnecting the customer's service.)

7. White Pages Listings

7.1 AT&T shall provide Intrado and its end users access to white pages directory listings under the following terms:

7.1.1 Listings. Intrado shall provide all new, changed and deleted listings on a timely basis and AT&T or its agent will include Intrado residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Intrado and AT&T customers. Intrado shall provide listing information in accordance with the procedures set forth in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.

7.1.2 Unlisted/Non-Published Customers. Intrado will be required to provide to AT&T the names, addresses and telephone numbers of all Intrado customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in AT&T's GSST and shall not be subject to the wholesale discount.

7.1.3 Inclusion of Intrado Customers in Directory Assistance Database. AT&T will include and maintain Intrado customer listings in AT&T's Directory Assistance databases. Intrado shall provide such Directory Assistance listings to AT&T at no charge.

7.1.4 Listing Information Confidentiality. AT&T will afford Intrado's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.

7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by AT&T at tariffed rates as set forth in AT&T's GSST and shall not be subject to the wholesale discount.

7.1.6 Rates. So long as Intrado provides listing information to AT&T as set forth in Section 7.1.2 above, AT&T shall provide to Intrado one (1) basic White Pages directory listing per Intrado customer at no charge other than the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

7.2 Directories. AT&T or its agent shall make available White Pages directories to Intrado customer at no charge or as specified in a separate agreement between Intrado and AT&T's agent.

7.3 Procedures for submitting Intrado Subscriber Listing Information (SLI) are found in The AT&T Business Rules for Local Ordering found at AT&T's

Interconnection Services Web site.

- 7.3.1 Intrado authorizes AT&T to release all Intrado SLI provided to AT&T by Intrado to qualifying third parties pursuant to either a license agreement or AT&T's Directory Publishers Database Service (DPDS) in AT&T's GSST. Such Intrado SLI shall be intermingled with AT&T's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to Intrado for AT&T's receipt of Intrado's SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent AT&T incurs costs to modify its systems to enable the release of Intrado's SLI, or costs on an ongoing basis to administer the release of Intrado's SLI, Intrado shall pay to AT&T its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Intrado's SLI, Intrado will be notified. If Intrado does not wish to pay its proportionate share of these reasonable costs, Intrado may instruct AT&T that it does not wish to release its SLI to independent publishers, and Intrado shall amend this Agreement accordingly. Intrado will be liable for all costs incurred until the effective date of the amendment.
- 7.3.3 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by Intrado under this Agreement. Intrado shall indemnify, except to the extent caused by AT&T's gross negligence or willful misconduct, hold harmless and defend AT&T and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from AT&T's Tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Intrado listings or use of the SLI provided pursuant to this Agreement. AT&T may forward to Intrado any complaints received by AT&T relating to the accuracy or quality of Intrado listings.
- 7.3.4 Listings and subsequent updates will be released consistent with AT&T system changes and/or update scheduling requirements.
- 8. Operator Services (Operator Call Processing and Directory Assistance)**
 - 8.1 Operator Call Processing (OCP) provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls); (2) operator or automated assistance for billing after the customer has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and operator-assisted Directory Assistance (DA).
 - 8.2 Upon request for AT&T OCP, AT&T shall:
 - 8.2.1 Process 0+ and 0- dialed local calls.
 - 8.2.2 Process 0+ and 0- intraLATA toll calls.
 - 8.2.3 Process calls that are billed to Intrado customer's calling card that can be validated by AT&T.
 - 8.2.4 Process person-to-person calls.

- 8.2.5 Process collect calls.
- 8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
- 8.2.7 Process station-to-station calls.
- 8.2.8 Process Busy Line Verify and ELI requests.
- 8.2.9 Process emergency call trace originated by PSAP.
- 8.2.10 Process operator-assisted DA calls.
- 8.2.11 Adhere to equal access requirements, providing Intrado local customer the same IXC access that AT&T provides its own operator service (OS).
- 8.2.12 Exercise at least the same level of fraud control in providing OS to Intrado that AT&T provides for its own OS.
- 8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.2.14 Direct customer account and other similar inquiries to the customer service center designated by Intrado.
- 8.3 Upon Intrado's request AT&T shall provide call records to Intrado in accordance with Optional Daily Usage File (ODUF) standards.
- 8.4 The interface requirements shall conform to the interface specifications for the platform used to provide OS as long as the interface conforms to industry standards.
- 8.5 DA Service
- 8.5.1 DA Service provides local and non-local customer telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 8.5.2 DA Service shall provide up to two (2) listing requests per call, if available and if requested by Intrado's customer. AT&T shall provide caller-optional DA call completion service at rates set forth in AT&T's GSST to one of the provided listings.
- 8.6 DA Service Updates. AT&T shall update customer listings changes daily. These changes include:
 - 8.6.1 New customer connections;
 - 8.6.2 Customer disconnections;
 - 8.6.3 Customer address changes; and
 - 8.6.4 Non-listed and non-published numbers for use in emergencies.
- 9. **Branding for Wholesale OCP and DA**
- 9.1 AT&T's branding feature provides a definable announcement to Intrado's customers using AT&T's DA/OCP prior to placing such customers in queue or

connecting them to an available operator or automated operator system. This feature allows Intrado to have its calls custom branded with Intrado's name on whose behalf AT&T is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D.

- 9.2 AT&T offers three (3) branding options to Intrado when ordering AT&T's DA and OCP: AT&T Branding, Unbranding and Custom Branding.
- 9.3 Intrado's order for Custom Branding is considered firm ten (10) business days after AT&T's receipt of the order. Intrado may cancel its order more than ten (10) business days after AT&T's receipt of the order. Intrado shall notify AT&T in writing and shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), Intrado must contact its Local Contract Manager to initiate the order via the OLNS Branding Order form.
- 9.4 Branding via OLNS
- 9.4.1 AT&T Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, Intrado shall not be required to purchase dedicated trunking.
- 9.4.2 AT&T Branding is the default branding offering.
- 9.4.3 For AT&T to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, Intrado must have its OCN(s) and telephone numbers reside in AT&T's Line Information Database (LIDB). To implement Unbranding and Custom Branding via OLNS software, Intrado must submit a manual order form which requires, among other things, Intrado's OCN and a forecast, pursuant to the appropriate AT&T form provided, for the traffic volume anticipated for each AT&T Traffic Operator Position System (TOPS) during the peak busy hour. Intrado shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Intrado's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Intrado customers served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10. LIDB

- 10.1 AT&T LIDB stores current information on working telephone numbers and billing account numbers.
- 10.2 Where Intrado is purchasing Resale services AT&T shall utilize AT&T's service order generated from Intrado LSR's to populate LIDB with Intrado's customer information. AT&T provides access to information in its LIDB, including Intrado customer information, to its LIDB customers via queries to LIDB.
- 10.2.1 When necessary for fraud control measures, AT&T may perform additions, updates and deletions of Intrado data to the LIDB (e.g., calling card deactivation).
- 10.2.2 Intrado will not be charged a fee for LIDB storage services provided by AT&T to Intrado pursuant to this Attachment.

10.3 Responsibilities of the Parties

10.3.1 AT&T will administer the data provided by Intrado pursuant to this Agreement in the same manner as AT&T administers its own data.

10.3.2 Intrado is responsible for completeness and accuracy of the data being provided to AT&T.

10.3.3 AT&T shall not be responsible to Intrado for any lost revenue which may result from AT&T's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by AT&T in its sole discretion from time to time.

11. Revenue Accounting Office (RAO) Hosting

11.2 RAO Hosting is not required for resale in the AT&T Southeast Region 9-State.

12. Optional Daily Usage File (ODUF)

12.1 The ODUF Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D.

12.2 AT&T will provide ODUF service upon written request.

13. Enhanced Optional Daily Usage File (EODUF)

13.1 The EODUF service Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for EODUF are as set forth in Exhibit D.

13.2 AT&T will provide EODUF service upon written request.

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EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 4)

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days (Note 2 & 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - < 90 Days (Note 2 & 3)	Yes	No	No	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	No	No	No	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Nonrecurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 EUCL Charge	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, promotions will be made available only to customers who would have qualified for the promotion had it been provided by AT&T directly. Promotions, if any, which are not required to be resold under applicable state or federal law or regulation may not be available.																	
3.	Promotions shall be available only for the term set forth in the applicable tariff or other promotion documentation.																	
4.	Some of AT&T's local exchange and toll Telecommunications Services are not available in certain central offices and areas.																	

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Version: 2Q07 Standard ICA
04/26/07

Optional Daily Usage File

1. Upon written request from Intrado, AT&T will provide the ODUF service to Intrado pursuant to the terms and conditions set forth in this section.
2. Intrado shall furnish all relevant information required by AT&T for the provision of the ODUF.
3. The ODUF feed provides Intrado messages that were carried over the AT&T network and processed by AT&T for Intrado.
4. Charges for ODUF will appear on Intrado's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) Exchange Message Interface (EMI) record format.
6. ODUF Specifications
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by AT&T will be transmitted to Intrado:
 - 6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.);
 - 6.1.1.2 Measured local calls;
 - 6.1.1.3 Directory Assistance messages;
 - 6.1.1.4 IntraLATA Toll;
 - 6.1.1.5 WATS and 800 Service;
 - 6.1.1.6 N11;
 - 6.1.1.7 Information Service Provider Messages;
 - 6.1.1.8 OS Messages;
 - 6.1.1.9 OS Message Attempted Calls;
 - 6.1.1.10 Credit/Cancel Records; and
 - 6.1.1.11 Usage for Voice Mail Message Service.
 - 6.1.2 Rated Incollects (messages AT&T receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with AT&T recorded rated and unrated usage. Rated Incollects will not be packed separately.
 - 6.1.3 AT&T will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Intrado.
 - 6.1.4 In the event that Intrado detects a duplicate on ODUF they receive from AT&T, Intrado will drop the duplicate message and will not return the duplicate to AT&T.

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6.2 ODUF Physical File Characteristics

6.2.1 ODUF will be distributed to Intrado via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN. If AT&T determines the Secure FTP Mailbox is nearing capacity levels, AT&T may move the customer to CONNECT:Direct file delivery.

6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between AT&T and Intrado for the purpose of data transmission. Where a dedicated line is required, Intrado will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. Intrado will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Intrado's responsibility. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to Intrado. Additionally, all message toll charges associated with the use of the dial circuit by Intrado will be the responsibility of Intrado. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Intrado's end for the purpose of data transmission will be the responsibility of Intrado.

6.2.3 If Intrado utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Intrado.

6.3 ODUF Packing Specifications

6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Intrado which AT&T RAO is sending the message. AT&T and Intrado will use the invoice sequencing to control data exchange. AT&T will be notified of sequence failures identified by Intrado and resend the data as appropriate.

6.4 ODUF Pack Rejection

6.4.1 Intrado will notify AT&T within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records

(e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Intrado will not be required to return the actual rejected data to AT&T. Rejected packs will be corrected and retransmitted to Intrado by AT&T.

6.5 ODUF Control Data

6.5.1 Intrado will send one confirmation record per pack that is received from AT&T. This confirmation record will indicate Intrado's receipt of the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Intrado for reasons stated in the above section.

6.6 ODUF Testing

6.6.1 Upon request from Intrado, AT&T shall send ODUF test files to Intrado. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, AT&T shall request that Intrado set up a production (live) file. The live test may consist of Intrado's employees making test calls for the types of services Intrado requests on ODUF. These test calls are logged by Intrado, and the logs are provided to AT&T. These logs will be used to verify the files. Testing will be completed within thirty (30) days from the date on which the initial test file was sent.

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Enhanced Optional Daily Usage File

1. Upon written request from Intrado, AT&T will provide the EODUF service to Intrado pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. Intrado shall furnish all relevant information required by AT&T for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for EODUF will appear on Intrado's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.
5. All messages will be in the standard ATIS EMI record format.
6. Messages that error in the billing system of Intrado will be the responsibility of Intrado. If, however, Intrado should encounter significant volumes of errored messages that prevent processing by Intrado within its systems, AT&T will work with Intrado to determine the source of the errors and the appropriate resolution.
7. **EODUF Specifications**
 - 7.1 EODUF Usage To Be Transmitted
 - 7.1.1 The following messages recorded by AT&T will be transmitted to Intrado:
 - 7.1.1.1 Customer usage data for flat rated local calls originating from Intrado's customer lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 7.1.1.1.1 Date of Call
 - 7.1.1.1.2 From Number
 - 7.1.1.1.3 To Number
 - 7.1.1.1.4 Connect Time
 - 7.1.1.1.5 Conversation Time
 - 7.1.1.1.6 Method of Recording
 - 7.1.1.1.7 From RAO
 - 7.1.1.1.8 Rate Class
 - 7.1.1.1.9 Message Type
 - 7.1.1.1.10 Billing Indicators
 - 7.1.1.1.11 Bill to Number
 - 7.1.2 AT&T will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Intrado.

- 7.1.3 In the event that Intrado detects a duplicate on EODUF they receive from AT&T, Intrado will drop the duplicate message and will not return the duplicate to AT&T.
- 7.2 EODUF Physical File Characteristics
- 7.2.1 EODUF feed will be distributed to Intrado via FTP. The EODUF messages will be intermingled among Intrado's ODUF messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If AT&T determines the Secure FTP mailbox is nearing capacity levels, AT&T may move the customer to CONNECT:Direct file delivery.
- 7.2.2 Data circuits (private line or dial-up) may be required between AT&T and Intrado for the purpose of data transmission. Where a dedicated line is required, Intrado will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. Intrado will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to Intrado. Additionally, all message toll charges associated with the use of the dial circuit by Intrado will be the responsibility of Intrado. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Intrado's end for the purpose of data transmission will be the responsibility of Intrado.
- 7.2.3 If Intrado utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Intrado.
- 7.3 EODUF Packing Specifications
- 7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.
- 7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Intrado which AT&T RAO is sending the message. AT&T and Intrado will use the invoice sequencing to control data exchange. AT&T will be notified of sequence failures identified by Intrado and resend the data as appropriate.

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RESALE DISCOUNTS & RATES - Alabama

CATEGORIES - RATES - Alabama						Att: 1 Exh: 0										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
						Rec	Nonrecurring	Nonrecurring Disconnect	OSS Rates(\$)							
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					16.30										
	Business %					16.30										
	CSAs %					16.30										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
ODUF/EODUF SERVICES																
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.000011										
	ODUF: Message Processing, per message					0.004101										
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67										
	ODUF: Data Transmission (CONNECT DIRECT), per message					0.000094										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message					0.22										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch					84.70	84.70	14.11	14.11							
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of DA per Switch per OCN					16.00	16.00									
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00									
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)					1,200.00	1,200.00									

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RESALE DISCOUNTS & RATES - Florida											Att: 1 Exh: D					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					21.83										
	Business %					16.81										
	CSAs %					16.81										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc	3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
ODUF/EODUF SERVICES																
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000071										
	ODUF: Message Processing, per message					0.002146										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF: Data Transmission (CONNECT-DIRECT), per message					0.00010375										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message					0.080698										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch					93.55	93.55	12.71	12.71							
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of DA per Switch per OCN					16.00	16.00									
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00									
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)					1,200.00	1,200.00									

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RESALE DISCOUNTS & RATES - Georgia											Att: 1 Exh: D				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS															
	Residence %					20.30									
	Business %					17.30									
	CSAs %					17.30									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMECD	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES															
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF Recording, per message					0.000007									
	ODUF Message Processing, per message					0.002165									
	ODUF Message Processing, per Magnetic Tape provisioned					36.02									
	ODUF Data Transmission (CONNECT/DIRECT), per message					0.00010888									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF Message Processing, per message					0.229077									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)															
	Selective Routing Per Unique Line Class Code Per Request Per Switch						102.19	61.15	12.68	6.34					
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00							
	Loading of DA per Switch per OCN						16.00	16.00							
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE															
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00							
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00							
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE															
	Loading of OA per OCN (Regional)						1,200.00	1,200.00							

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RESALE DISCOUNTS & RATES - Kentucky										Att: 1 Exh: D		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)	
							First	Add'l	First	Add'l	SOMEc	SOMAN
RESALE APPLICABLE DISCOUNTS												
	Residence %					16.79						
	Business %					15.54						
	CSAs %					15.54						
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"												
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.												
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc	3.50	0.00	3.50	0.00			
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00			
ODUF/EODUF SERVICES												
OPTIONAL DAILY USAGE FILE (ODUF)												
	ODUF: Recording, per message					0.0000136						
	ODUF: Message Processing, per message					0.002506						
	ODUF: Message Processing, per Magnetic Tape provisioned					35.90						
	ODUF: Data Transmission (CONNECT-DIRECT), per message					0.00010372						
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)												
	EODUF: Message Processing, per message					0.235889						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)												
	Selective Routing Per Unique Line Class Code Per Request Per Switch					93.53	93.53	15.58	15.58			
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE												
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00					
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00					
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE												
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00					
	Loading of DA per Switch per OCN					16.00	16.00					
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE												
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00					
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00					
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00					
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE												
	Loading of OA per OCN (Regional)					1,200.00	1,200.00					

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RESALE DISCOUNTS & RATES - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Alt: 1 Exh: D Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add1	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add1
						Rec						
						First	Add1	Nonrecurring Disconnect First	Add1	SOMECD	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS												
	Residence %					20.72						
	Business %					20.72						
	CSAs %					9.05						
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"												
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.												
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMECD	3.50	0.00	3.50	0.00			
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00			
ODUF/EODUF SERVICES												
OPTIONAL DAILY USAGE FILE (ODUF)												
	ODUF: Recording, per message					0.0000117						
	ODUF: Message Processing, per message					0.004641						
	ODUF: Message Processing, per Magnetic Tape provisioned					48.45						
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.00010568						
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)												
	EODUF: Message Processing, per message					0.250015						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)												
	Selective Routing Per Unique Line Class Code Per Request Per Switch											
						82.25	82.25					
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE												
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00					
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00					
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE												
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00					
	Loading of DA per Switch per OCN					16.00	16.00					
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE												
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00					
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00					
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00					
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE												
	Loading of OA per OCN (Regional)					1,200.00	1,200.00					

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RESALE DISCOUNTS & RATES - Mississippi														Att: 1 Exh: D				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																		
	Residence %								15.75									
	Business %								15.75									
	CSAs %								15.75									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																		
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMEK	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN	19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																		
OPTIONAL DAILY USAGE FILE (ODUF)																		
	ODUF: Recording, per message								0.0000063									
	ODUF: Message Processing, per message								0.004707									
	ODUF: Message Processing, per Magnetic Tape provisioned								49.04									
	ODUF: Data Transmission (CONNECT/DIRECT), per message								0.00010669									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																		
	EODUF: Message Processing, per message								0.250424									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC) -																		
	Selective Routing Per Unique Line Class Code Per Request Per Switch									85.19	85.19	14.19	14.19					
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																		
	Recording of DA Custom Branded Announcement								3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																		
	Loading of DA per OCN (1 OCN per Order)								420.00	420.00								
	Loading of DA per Switch per OCN								16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																		
	Recording of Custom Branded OA Announcement								7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per she#NAV per OCN								500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																		
	Loading of OA per OCN (Regional)								1,200.00	1,200.00								

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RESALE DISCOUNTS & RATES - North Carolina										Svc Order Submitted Elec per LSR		Svc Order Submitted Manually per LSR		Att: 1 Exh: D Incremental Charge - Manual Svc Order vs. Electronic-1st		Incremental Charge - Manual Svc Order vs. Electronic-Add'l		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)														
							Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)							
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																					
		Residence %					21.50														
		Business %					17.60														
		CSAs %					17.60														
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																					
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																					
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMECE		3.50	0.00	3.50	0.00										
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00										
ODUF/EODUF SERVICES																					
OPTIONAL DAILY USAGE FILE (ODUF)																					
		ODUF: Recording, per message					0.0000174														
		ODUF: Message Processing, per message					0.001647														
		ODUF: Message Processing, per Magnetic Tape provisioned					35.91														
		ODUF: Data Transmission (CONNECT-DIRECT), per message					0.00011029														
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																					
		EODUF: Message Processing, per message					0.131005														
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																					
		Selective Routing Per Unique Line Class Code Per Request Per Switch						188.59													
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																					
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00												
		Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00												
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																					
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00												
		Loading of DA per Switch per OCN						16.00	16.00												
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																					
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00												
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00												
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00												
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																					
		Loading of OA per OCN (Regional)						1,200.00	1,200.00												

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RESALE DISCOUNTS & RATES - South Carolina											Att: 1 Exh: D					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					14.80										
	Business %					14.80										
	CSAs %					8.98										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
ODUF/EODUF SERVICES																
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000216										
	ODUF: Message Processing, per message					0.004704										
	ODUF: Message Processing, per Magnetic Tape provisioned					48.87										
	ODUF: Data Transmission (CONNECT-DIRECT), per message					0.00010853										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message					0.258301										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						84.89	84.89	14.14	14.14						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

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RESALE DISCOUNTS & RATES - Tennessee

RESALE DISCOUNTS & RATES - Tennessee													Att: 1 Exh: D			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS																
	Residence %					16.00										
	Business %					16.00										
	CSAs %					16.00										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
ODUF/EODUF SERVICES																
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000044										
	ODUF: Message Processing, per message					0.002446										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.54										
	ODUF: Data Transmission (CONNECT DIRECT), per message					0.0000339										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message					0.229779										
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						179.60	179.60								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00									
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

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Attachment 2

Network Elements and Other Services

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Rates..... Exhibit B

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 Except as set forth in Exhibit 1 hereto, this Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that AT&T offers to Intrado for Intrado's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services AT&T makes available to Intrado (Other Services). Additionally, the provision of a particular Network Element or Other Service may require Intrado to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 The rates for Network Elements, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable AT&T tariff or as negotiated by the Parties upon request by either Party. If Intrado purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 In some cases, Commissions have ordered AT&T to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T, regardless of whether or not a disconnect order is issued by Intrado. Disconnect charges are set forth in the rate exhibit of this Attachment. Intrado may purchase and use Network Elements and Other Services from AT&T in accordance with 47 C.F.R § 51.309.
- 1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.5 Intrado shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Intrado pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to Intrado pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T

(collectively "Conversion"). AT&T shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. AT&T shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following AT&T's receipt of a complete and accurate Conversion request from Intrado. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Intrado and AT&T. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. AT&T will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

- 1.7 Except to the extent expressly provided otherwise in this Attachment, in all states, Intrado may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event AT&T determines that Intrado has in place any Arrangements after the Effective Date of this Agreement, AT&T will identify such Arrangements and provide Intrado with thirty (30) days written notice to disconnect or convert such Arrangements. For orders submitted by Intrado within such thirty (30) day period, AT&T will charge the applicable switch-as-is charge set forth in Exhibit A. If Intrado fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s), and shall charge Intrado all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. For all transitions pursuant to this Section 1.7 that require a physical rearrangement, AT&T shall charge any applicable nonrecurring installation charges. To the extent no tariff equivalent service exists, AT&T shall disconnect such facility or Arrangement. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.
- 1.7.1 In addition to the foregoing, for the state of Florida, the applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30) day notice period.
- 1.7.2 Notwithstanding the foregoing, for the state of Georgia, those circuits for which Intrado failed to submit a disconnect or conversion order within such thirty (30) day period and are subsequently transitioned by AT&T pursuant to this Section 1.7.2 shall be subject to the applicable switch-as-is charges set forth in Exhibit A.

If an equivalent service is set forth in Exhibit 1, AT&T shall transition to such service. Otherwise, AT&T shall transition to the equivalent tariff service. To the extent no tariff equivalent service exists and no equivalent service is set forth in Exhibit 1, AT&T shall disconnect such facility or Arrangement. The applicable recurring 271 rate, resale or tariffed charge shall apply to each circuit as of March 11, 2006.

- 1.7.3 Notwithstanding the foregoing, for the state of North Carolina, those circuits for which Intrado failed to submit a disconnect or conversion order within such thirty (30) day period and are subsequently transitioned by AT&T pursuant to this Section 1.7.3 shall be subject to applicable switch-as-is charges.
- 1.7.4 Notwithstanding the foregoing, for the state of Alabama, the written notice provided by AT&T, as described in Section 1.7, must identify by circuit identification number the specific Arrangements to be converted or disconnected. If Intrado fails to dispute AT&T's identified Arrangements or fails to submit orders to disconnect or convert such Arrangements within the established thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s) subject to the Commission-established switch-as-is rate. The full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs will not apply to such conversions. However, the applicable recurring tariff charges shall apply to each circuit upon conversion.
- 1.7.5 Notwithstanding the foregoing, for the state of Louisiana, AT&T will provide Intrado with written notice identifying the specific Arrangements which must be converted or disconnected. Intrado shall have thirty (30) days from the date of the notice to submit orders to disconnect or convert the Arrangements. Those circuits to be converted to other AT&T services shall be subject to nonrecurring charges associated with that conversion. If Intrado disputes AT&T's identification of Arrangements to be disconnected or converted, Intrado shall send written notice of its dispute within thirty (30) days of AT&T's notice. AT&T shall not disconnect the disputed Arrangements while the dispute is being resolved. If the Parties are unable to reach a voluntary resolution of the dispute, they may petition the Commission for assistance. If Intrado does not dispute AT&T's identification of Arrangements and fails to submit orders to disconnect or convert such Arrangements within the established thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T services subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T services as set forth in AT&T's tariffs. The applicable recurring tariff charges shall apply to each circuit upon conversion.
- 1.8 AT&T's Master List of Unimpaired Wire Centers as Approved by State Commissions in its Region (Master List of Unimpaired Wire Centers), located on the AT&T Interconnection Web site designates those wire centers that, in accordance with state Commission orders, met the FCC's established criteria for

non-impairment, as of March 11, 2005, where certain high capacity (DS1 and above) Loops and high capacity Dedicated Transport are no longer available as Network Elements. AT&T's List of Unimpaired Wire Centers in Kentucky and Tennessee (AT&T's List of Unimpaired Wire Centers), also located on the AT&T Interconnection Web site, are those wire centers that AT&T proposed met the FCC's established criteria for non-impairment as of March 11, 2005 but have not yet been approved by these respective Commissions. The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers shall be subject to modification and/or the addition of wire centers without amendment to this Agreement upon subsequent orders from state Commissions in the respective generic dockets establishing the wire centers that as of March 11, 2005, were unimpaired. Notification of such modification, addition or deletion of wire centers shall be made via AT&T's Carrier Notification process on AT&T's Interconnection Web site. Upon the Effective Date of this Agreement, Intrado may not place any new orders for high capacity Dedicated Transport or high capacity Loops, as applicable, in those wire centers listed on the Master List of Unimpaired Wire Centers. In those wire centers set forth on AT&T's List of Unimpaired Wire Centers, Intrado may place new orders for high capacity Loops and high capacity Dedicated Transport pursuant to Section 1.8.1 (self-certification) until such wire centers are approved by the Commissions. To the extent Intrado placed orders after March 10, 2005 for high capacity Loops or high capacity Dedicated Transport in wire centers designated on the Master List of Unimpaired Wire Centers, as amended as specified above, within thirty (30) days after the Effective Date of this Agreement, or in the case of additions to the Master List of Unimpaired Wire Centers, within thirty (30) days after the notice of such addition, Intrado shall submit an LSR(s) or spreadsheet(s), as applicable, identifying those non-compliant circuits to be disconnected or converted to the equivalent AT&T tariffed service or, in the state of Georgia, to the equivalent 271 service set forth in Exhibit I. AT&T shall bill Intrado the difference between the UNE recurring rates for such circuits pursuant to this Agreement and the applicable recurring charges for the equivalent AT&T tariffed service or 271 service in the state of Georgia from the date UNE circuit was installed in the unimpaired wire center to the date the circuit is disconnected or transitioned to the equivalent AT&T tariffed service. If Intrado fails to submit an LSR or spreadsheet identifying such de-listed circuits within thirty (30) days as set forth above, AT&T will identify such circuits and convert them to the equivalent AT&T tariffed service, and charge Intrado applicable disconnect charges for the UNE circuit and the difference between the UNE recurring rate billed for such circuit and the full non-recurring and recurring charges for the tariffed service from the date the UNE circuit was installed in the unimpaired wire center to the date the circuit is transitioned to the equivalent AT&T tariffed service. To the extent there is no equivalent AT&T tariffed service for the de-listed UNE circuit, AT&T will disconnect the circuit and bill Intrado full disconnect charges.

- 1.8.1 Prior to submitting an order pursuant to this Agreement for high capacity Dedicated Transport or high capacity Loops, Intrado shall undertake a reasonably diligent inquiry to determine whether Intrado is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Intrado self-certifies that to the best of Intrado's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, except in wire centers set forth on the Master List of Unimpaired Wire Centers, or AT&T's List of Unimpaired Wire Centers, AT&T shall process the request in reliance upon Intrado's self-certification. To the extent AT&T believes that such request does not comply with the terms of this Agreement, AT&T shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in AT&T's favor, AT&T shall bill Intrado the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in AT&T's favor, Intrado shall submit an LSR(s) or spreadsheet(s) identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.
- 1.8.2 In the event that (1) AT&T designated a wire center as unimpaired as set forth on the Master List of Unimpaired Wire Centers on the AT&T Interconnection Web site, or AT&T's List of Unimpaired Wire Centers, (2) as a result of such designation, Intrado converted high capacity Dedicated Transport or high capacity Loops to other services or ordered new services as services other than high capacity Dedicated Transport or high capacity Loop Network Elements subsequent to March 10, 2005, (3) Intrado otherwise would have been entitled to high capacity Dedicated Transport or high capacity Loops in such wire center at the time such alternative services were provisioned, and (4) AT&T acknowledges, or a state or federal regulatory body with authority determines, that, at the time AT&T designated such wire center as unimpaired, such wire center did not meet the FCC's unimpairment criteria, then upon request of Intrado consistent with the applicable ordering processes as reflected in the Guides located on AT&T's Interconnection Web site no later than sixty (60) days after AT&T acknowledges or the state or federal regulatory body issues an order making such a finding, AT&T shall transition to high capacity Dedicated Transport or high capacity Loops, as appropriate, any alternative services in such wire center that were established after such wire center was designated as unimpaired. In such instances, AT&T shall refund to Intrado the difference between the rate paid by Intrado for such services and the applicable rates set forth herein for high capacity Dedicated Transport or high capacity Loops, including but not limited to any charges associated with the Conversion (as defined in Section 1.6 above) from high capacity Dedicated Transport or high capacity Loops to other wholesale services,

if applicable, for the period from the later of March 11, 2005, or the date the circuit became a wholesale service to the date the circuit is transitioned to high capacity Dedicated Transport or high capacity Loop as described in this Section.

- 1.9 Intrado may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable AT&T Technical References.
- 1.10 AT&T will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If AT&T has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then AT&T shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the service quality measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If AT&T has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. AT&T will provide a price quote for the request and, upon receipt of payment from Intrado, AT&T shall perform the RNM.
- 1.10.1 Notwithstanding the foregoing, for the states of Alabama and Georgia, AT&T shall perform RNM at no additional charge, provided however, for any RNM performed by AT&T for which costs are not recovered through existing rates, AT&T can seek resolution from the Commission.
- 1.11 Commingling of Services
- 1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Intrado has obtained at wholesale from AT&T, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Intrado must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from AT&T; or (2) shares part of AT&T's network with access services or inputs for mobile wireless services and/or interexchange services.

- 1.11.3 Except for the state of Georgia, notwithstanding any other provision of this Agreement, AT&T shall not be obligated to commingle or combine, pursuant to this Agreement, Network Elements or Combinations with any service, network element or other offering that it is obligated to make available pursuant only to Section 271 of the Act.
- 1.11.4 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed rates, rates set forth in a separate agreement between the Parties, or in the state of Georgia only, in accordance with the rates set forth in Exhibit 1 of this Attachment, as applicable.
- 1.11.5 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.11.6 The Commingling process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.
- 1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.
- 1.13 Ordering Guidelines and Processes
- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Intrado should refer to the "Guides" section of the AT&T Interconnection Web site.
- 1.13.2 Additional information may also be found in the individual CLEC Information Packages, located at the "CLEC UNE Products" on AT&T's Interconnection Web site.
- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to Intrado's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with Intrado's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to Attachment 4.

1.13.4 Testing/Trouble Reporting

1.13.4.1 Intrado will be responsible for testing and isolating troubles on Network Elements. Intrado must test and isolate trouble to the AT&T network before reporting the trouble to the Network Elements Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from AT&T at the time of the trouble report, Intrado will be required to provide the results of the Intrado test which indicate a problem on the AT&T network.

1.13.4.2 Once Intrado has isolated a trouble to the AT&T network, and has issued a trouble report to AT&T, AT&T will take the actions necessary to repair the Network Element when trouble is found. AT&T will repair its network facilities to its wholesale customers in the same time frames that AT&T repairs similar services to its retail customers.

1.13.4.3 If Intrado reports a trouble on an AT&T Network Element and no trouble is found in AT&T's network, AT&T will charge Intrado a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

1.13.4.4 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by Intrado (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill Intrado for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 Loops

2.1 General. The local loop Network Element is defined as a transmission facility that AT&T provides pursuant to this Attachment between a distribution frame (or its equivalent) in AT&T's central office and the loop demarcation point at a customer premises (Loop). Facilities that do not terminate at a demarcation point at a customer premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer's premises, including inside wire owned or controlled by AT&T. Intrado shall purchase the

entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, AT&T shall not subdivide the frequency of the Loop.

- 2.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving a customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective customer's premises.
 - 2.1.2.1 In new build (Greenfield) areas, where AT&T has only deployed FTTH/FTTC facilities, AT&T is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each customer in the MDU.
 - 2.1.2.2 In FTTH/FTTC overbuild situations where AT&T also has copper Loops, AT&T will make those copper Loops available to Intrado on an unbundled basis, until such time as AT&T chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, AT&T will offer a sixty-four (64) kilobits per second (kbps) voice grade channel over its FTTH/FTTC facilities.
 - 2.1.2.3 Notwithstanding the foregoing, in the states of Alabama and Louisiana, AT&T shall make available DS1 and DS3 Loops in any wire center where AT&T is required to provide such Loop facilities. In the states of North Carolina and South Carolina, AT&T shall make available DS1 Loops in any wire center where AT&T is required to provide such Loop facilities.
 - 2.1.2.4 Furthermore, in FTTH/FTTC overbuild areas where AT&T has not yet retired copper facilities, AT&T is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Intrado. If a request is received by AT&T for a copper Loop, and the copper facilities have not yet been retired, AT&T will restore the copper Loop to serviceable condition if technically feasible. Except for the state of Georgia, in these instances of Loop orders in an FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval. For the state of Georgia, in these instances of Loop orders in an

FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will apply.

2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T shall provide Intrado access to hybrid Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2). AT&T is not required to provide access to the packet switched features, functions and capabilities of its hybrid Loops.

2.1.3.1 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local Loop or Subloop, including the time division multiplexing-based features, functions and capabilities of a hybrid Loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

2.1.4 DS1 and DS3 Loop Requirements

2.1.4.1 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.4.2 For purposes of this Section 2, a "Fiber-Based Collocator" is defined in 47 C.F.R. § 51.5.

2.1.4.3 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available DS1 and DS3 Loops as described in this Agreement, except in any wire center meeting the criteria described below:

2.1.4.3.1 DS1 Loops at any location within the service area of a wire center containing sixty thousand (60,000) or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.3.2 DS3 Loops at any location within the service area of a wire center containing thirty-eight thousand (38,000) or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.4 The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers as described in Section 1.8 sets forth the list of wire centers meeting the criteria set forth in Sections 2.1.4.3.1 and 2.1.4.3.2 above as of March 11, 2005.

2.1.4.5 Once any wire center exceeds both of the thresholds set forth in Section 2.1.4.3.1 above, no future DS1 Loop unbundling will be required in that wire center.

2.1.4.6 Once any wire center exceeds both of the thresholds set forth in Section 2.1.4.3.2 above, no future DS3 Loop unbundling will be required in that wire center.

- 2.1.4.7 Modifications and Updates to the Wire Center Lists and Subsequent Transition Periods
- 2.1.4.7.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 2.1.4.3 above but that were not included in the Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List". AT&T will follow any notification procedures set forth in applicable Commission orders.
- 2.1.4.7.2 Intrado shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 2.1.4.7.2.1 For purposes of Section 2.1.4.7 above, AT&T shall make available DS1 and DS3 Loops that were in service for Intrado in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.1.4.7.2.2 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.4.7.2.3 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, Intrado shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.
- 2.1.4.7.2.3.1 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 2.1.4.7.2.3.2 If Intrado fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify Intrado's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service(s) set forth in Exhibit 1. In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the

full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia, and North Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. In the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

- 2.1.4.7.2.3.3 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.7.2.3 above or transitioned pursuant to Section 2.1.4.7.2.3.2 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 2.1.5 Where facilities are available, AT&T will install Loops in compliance with AT&T's Products and Services Interval Guide available at AT&T's Interconnection Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (OC) as described below will be handled on a project basis, and the intervals will be set by the AT&T project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.6 The Loop shall be provided to Intrado in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.7 AT&T will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
- 2.1.7.1 When an AT&T technician is required to be dispatched to provision the Loop, AT&T will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, AT&T will tag the Loop on the next required visit to the customer's location. If Intrado wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), Intrado may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.
- 2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), Intrado shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date. This applies to all conversions from one provider to another provider as well as Service Rearrangements as set forth in Section 2.1.12. Where Intrado dial-tone is not available on the conversion date the Loop will not be cut over and the Loop order will be returned to Intrado for rescheduling.

2.1.8 OC and Order Coordination-Time Specific (OC-TS)

2.1.8.1 OC allows AT&T and Intrado to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Intrado's facilities to limit customer service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the customer. OC for physical conversions will be scheduled at AT&T's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.8.2 OC-TS allows Intrado to order a specific time for OC to take place. AT&T will make commercially reasonable efforts to accommodate Intrado's specific conversion time request. However, AT&T reserves the right to negotiate with Intrado a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. Intrado may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Intrado specifies a time outside this window, or selects a time or quantity of Loops that requires AT&T technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in AT&T's intrastate Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

2.1.9

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Intrado must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.10 CLEC to CLEC Conversions for Unbundled Loops

2.1.10.1 The CLEC to CLEC conversion process for Loops may be used by Intrado when converting an existing Loop from another CLEC for the same customer. The Loop type being converted must be included in Intrado's Agreement before requesting a conversion.

- 2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same customer location from the same serving wire center, and must not require an outside dispatch to provision.
- 2.1.10.3 The Loops converted to Intrado pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.
- 2.1.11 Bulk Migration
 - 2.1.11.1 AT&T will make available to Intrado a Bulk Migration process pursuant to which Intrado may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the AT&T CLEC Information Package. The CLEC Information Package is located on AT&T's Interconnection Web site. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.
 - 2.1.11.2 Should Intrado request migration for two (2) or more EATNs containing fifteen (15) or more circuits, Intrado must use the Bulk Migration process referenced in 2.1.11.1 above.
- 2.1.12 Unbundled Loop (DS1 and below) Service Rearrangements
 - 2.1.12.1 The Unbundled Loop Service Rearrangement processes will allow changes to be made to a working Loop facility assignment within the same end-user serving wire center. Service Rearrangements will result in service outages to the customer during the time the Loop is being moved.
 - 2.1.12.2 An Unbundled Loop Service Rearrangement connecting facility change (CFC) allows Intrado to change its installed Loop from one working facility assignment to another facility assignment. CFC includes Connecting Facility Assignment (CFA) and Cable ID & Pair changes within same collocation arrangement or from collocation to collocation. CFA changes are allowed within the same multiplexer or from one multiplexer to another multiplexer. For a CFC, the Loop class of service, Loop type and the customer must remain the same.
 - 2.1.12.3 An Unbundled Loop Service Rearrangement connecting facility move (CFM) allows Intrado to move the Loop facility assignment from a collocation

arrangement to a multiplexer or from a multiplexer to a collocation arrangement. CFMs require a change to the Loop basic class of service. The Loop type and the customer must remain the same.

- 2.1.12.4 For Unbundled Loop Service Rearrangements, AT&T shall charge the applicable "Service Rearrangement change in Loop facility" rate found in Exhibit A.
- 2.1.12.5 The Unbundled Loop Service Rearrangement process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 above.
- 2.1.13 EEL to Loop Retermination
- 2.1.13.1 Intrado may utilize the EEL to Loop Retermination process to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the end-user's Serving Wire Center (EU SWC).
- 2.1.13.2 This process is available when the existing Loop portion of the EEL will be re-used and the resulting Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.
- 2.1.13.3 AT&T shall charge the applicable EEL to Loop Retermination rates found in Exhibit A. Intrado shall also be charged applicable manual service order, collocation cross-connect and EEL (including the Transport and Loop portions of the EEL) disconnect charges as set forth in Exhibit A of this Attachment.
- 2.1.13.4 The EEL to Loop Retermination process is not available when a dispatch outside the serving wire center where the Loop terminates is required. If an outside dispatch is required, or if the Loop portion of the EEL is not one of the Loop types referenced in Section 2.1.13.2 above, or if Intrado elects not to utilize the EEL to Loop Retermination process, Intrado must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, Intrado will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.
- 2.1.13.5 The EEL to Loop Retermination process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 above.
- 2.2 Unbundled Voice Loops (UVLs)
- 2.2.1 AT&T shall make available the following UVLs:

- 2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed);
- 2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed); or
- 2.2.1.3 4-wire Analog Voice Grade Loop (Designed).
- 2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. AT&T, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, AT&T will only ensure that the newly provided facility will support voice grade services. AT&T will not guarantee that Intrado will be able to continue to provide any advanced services over the new facility. AT&T will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1). Loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by Intrado, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. Intrado may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that AT&T normally activates POTS-type Loops for its customers.
- 2.2.4 For an additional charge AT&T will make available Loop Testing so that Intrado may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.
- 2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Intrado. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow Intrado to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, AT&T will perform the order conversion with standard order coordination at its discretion during normal work hours.

- 2.3 Unbundled Digital Loops
- 2.3.1 AT&T will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
- 2.3.2 AT&T shall make available the following UDLs, subject to restrictions set forth herein:
- 2.3.2.1 2-wire Unbundled ISDN Digital Loop;
- 2.3.2.2 2-wire Unbundled ADSL Compatible Loop;
- 2.3.2.3 2-wire Unbundled HDSL Compatible Loop;
- 2.3.2.4 4-wire Unbundled HDSL Compatible Loop;
- 2.3.2.5 4-wire Unbundled DS1 Digital Loop;
- 2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;
- 2.3.2.7 DS3 Loop; or
- 2.3.2.8 STS-1 Loop.
- 2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Intrado will be responsible for providing AT&T with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and customer. With the SPID, AT&T will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to eighteen thousand (18,000) feet long and may have up to six thousand (6,000) feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to twelve thousand (12,000) feet long and may have up to twenty-five hundred (2,500) feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

- 2.3.6 4-wire Unbundled DS1 Digital Loop.
- 2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the customer's location. For the purposes of AT&T's unbundling obligations pursuant to this Agreement, for the states of Alabama, Florida, Georgia, Mississippi and South Carolina, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops. For the state of Louisiana, DS1 Loops include 2-wire and 4-wire HDSL-Compatible Loops to which the necessary electronics have been added to provide service speeds of 1.544 megabytes per second.
- 2.3.6.2 AT&T shall not provide more than ten (10) unbundled DS1 Loops to Intrado at any single building in which DS1 Loops are available as unbundled Loops.
- 2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface. For the purpose of AT&T's unbundling obligations pursuant to this Agreement, DS3 Loops include STS-1 Loops.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.

- 2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. AT&T's TR73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.3.12 Intrado may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.4 Unbundled Copper Loops (UCL).
- 2.4.1 AT&T shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two (2) types – Designed and Non-Designed.
- 2.4.2 Unbundled Copper Loop – Designed (UCL-D)
- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.
- 2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Intrado.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by Intrado to provide a wide-range of telecommunications services as long as those services do not adversely affect AT&T's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)
- 2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from AT&T's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to six thousand (6,000) feet of bridged tap

between the customer's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand (18,000) feet and with less than thirteen hundred (1300) Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using AT&T's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Intrado can request LMU for which additional charges would apply.
- 2.4.3.3 For an additional charge, AT&T also will make available Loop Testing so that Intrado may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.
- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by Intrado to provide a wide-range of telecommunications services as long as those services do not adversely affect AT&T's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of AT&T facilities. OC-TS does not apply to this product.
- 2.4.3.6 Intrado may use AT&T's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the AT&T network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

- 2.5.1 Line Conditioning is defined as routine network modification that AT&T regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the AT&T's TR 73600 Unbundled Local Loop Technical Specification. AT&T shall provide Line

Conditioning on Loops, as requested by Intrado, even in instances where AT&T does not provide advanced services to the end user on that Loop.

- 2.5.2 AT&T will remove load coils only on copper Loops that are equal to or less than eighteen thousand (18,000) feet in length. AT&T will remove load coils on copper Subloops where the total loop distance (feeder plus distribution) from the AT&T central office to the end user is equal to or less than 18,000 feet or, if there is no copper feeder, the distance from the remote terminal (RT) to the end user is equal to or less than 18,000 feet.
- 2.5.3 For any copper loop being ordered by Intrado which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from Intrado, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to Intrado. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.
- 2.5.4 Intrado may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to AT&T's SC Process as mutually agreed to by the Parties.
- 2.5.5 Rates for ULM are as set forth in Exhibit A.
- 2.5.6 AT&T will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.7 If Intrado requests ULM on a reserved facility for a new Loop order, AT&T may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Intrado will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, AT&T will provide LMU detail of the Loop provisioned.
- 2.5.8 Intrado shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Intrado desires AT&T to condition.
- 2.5.9 When requesting ULM for a Loop that AT&T has previously provisioned for Intrado, Intrado will submit a SI to AT&T. If a spare Loop facility that meets the Loop modification specifications requested by Intrado is available at the location for which the ULM was requested, Intrado will have the option to change the

Loop facility to the qualifying spare facility rather than to provide ULM. In the event that AT&T changes the Loop facility in lieu of providing ULM, Intrado will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 Loop Provisioning Involving IDLC

2.6.1 Where Intrado has requested an Unbundled Loop and AT&T uses IDLC systems to provide the local service to the customer and AT&T has a suitable alternate facility available, AT&T will make such alternative facilities available to Intrado. If a suitable alternative facility is not available, then to the extent it is technically feasible, AT&T will implement one of the following alternative arrangements for Intrado (e.g., hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.2.1 If no alternate facility is available, and upon request from Intrado, and if agreed to by both Parties, AT&T may utilize its SC process to determine the additional costs required to provision facilities. Intrado will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the customer's customer premises wiring to AT&T's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two (2) independent chambers or divisions that separate the service provider's network from the customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

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- 2.7.2 AT&T shall permit Intrado to connect Intrado's Loop facilities to the customer's customer premises wiring through the AT&T NID or at any other technically feasible point.
- 2.7.3 Access to NID
- 2.7.3.1 Intrado may access the customer's premises wiring by any of the following means and Intrado shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:
- 2.7.3.1.1 AT&T shall allow Intrado to connect its Loops directly to AT&T's multi-line residential NID enclosures that have additional space and are not used by AT&T or any other telecommunications carriers to provide service to the premises;
- 2.7.3.1.2 Where an adequate length of the customer's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.7.3.1.4 Intrado may request AT&T to make other rearrangements to the customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Intrado's responsibility to ensure there is no safety hazard, and Intrado will hold AT&T harmless for any liability associated with the removal of the AT&T Loop from the AT&T NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.7.3.3 Intrado shall not remove or disconnect ground wires from AT&T's NIDs, enclosures, or protectors.

- 2.7.3.4 Intrado shall not remove or disconnect NID modules, protectors, or terminals from AT&T's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, AT&T will work with Intrado to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.4 Technical Requirements
- 2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the customer's customer premises and the distribution media and/or cross-connect to Intrado's NID.
- 2.7.4.3 Existing AT&T NIDs will be operational and provided in "as is" condition. Intrado may request AT&T to do additional work to the NID on a time and material basis. When Intrado deploys its own local loops in a multiple-line termination device, Intrado shall specify the quantity of NID connections that it requires within such device.
- 2.8 Subloop Distribution Elements.
- 2.8.1 Where facilities permit, AT&T shall offer access to its Unbundled Subloop Distribution (USLD) elements in accordance with 47 C.F.R. § 51.319(b) as specified herein.
- 2.8.2 Unbundled Subloop Distribution
- 2.8.2.1 The USLD facility is a dedicated transmission facility that AT&T provides from a customer's point of demarcation to an AT&T cross-connect device. The AT&T cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. AT&T will make available the following subloop distribution offerings where facilities exist:
- USLD – Voice Grade (USLD-VG)
 - Unbundled Copper Subloop (UCSL)
 - USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

- 2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.
- 2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.
- 2.8.2.3.1 If Intrado requests a UCSL and it is not available, Intrado may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 2.8.2.4 USLD-INC is the distribution facility owned or controlled by AT&T inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.
- 2.8.2.4.1 Upon request for USLD-INC from Intrado, AT&T will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. AT&T will place cross-connect blocks in twenty five (25) pair increments for Intrado's use on this cross-connect panel. Intrado will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 2.8.2.5 For access to Voice Grade USLD and UCSL, Intrado shall install a cable to the AT&T cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by an AT&T technician within the AT&T cross-box during the set-up process. Intrado's cable pairs can then be connected to AT&T's USL within the AT&T cross-box by the AT&T technician.
- 2.8.2.6 Through the SI process, AT&T will determine whether access to USLs at the location requested by Intrado is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Intrado's request, then AT&T will perform the site set-up as described in the CLEC Information Package, located at AT&T's Interconnection Web site.
- 2.8.2.7 The site set-up must be completed before Intrado can order Subloop pairs. For the site set-up in an AT&T cross-connect box in the field, AT&T will perform the necessary work to splice Intrado's cable into the cross-connect box. For the site

set-up inside a building equipment room, AT&T will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.2.8 Once the site set-up is complete, Intrado will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Intrado requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Intrado for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

2.8.2.9 USLs will be provided in accordance with AT&T's TR 73600 Unbundled Local Loop Technical Specifications.

2.8.3 Unbundled Network Terminating Wire (UNTW)

2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

2.8.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the customer's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the customer's premises, where a third party owns the wiring to the customer's premises.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3 In existing MDUs and/or MTUs in which AT&T does not own or control wiring (INC/NTW) to the customers premises, and Intrado does own or control such wiring, Intrado will install UNTW Access Terminals for AT&T under the same terms and conditions as AT&T provides UNTW Access Terminals to Intrado.

2.8.3.3.4 In situations in which AT&T activates a UNTW pair, AT&T will compensate Intrado for each pair activated commensurate to the price specified in Intrado's Agreement.

- 2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the customer has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the customer is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that customer if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party

will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

- 2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the customer began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.9 Loop Makeup

2.9.1 Description of Service

- 2.9.1.1 AT&T shall make available to Intrado LMU information with respect to Loops that are required to be unbundled under this Agreement so that Intrado can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Intrado intends to install and the services Intrado wishes to provide. LMU is a preordering transaction, distinct from Intrado ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.
- 2.9.1.2 AT&T will provide Intrado LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.
- 2.9.1.3 AT&T's LMU information is provided to Intrado as it exists either in AT&T's databases or in its hard copy facility records. AT&T does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 AT&T's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either AT&T or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a

facility used or controlled by another CLEC unless AT&T receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.9.1.5 Intrado may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular AT&T Loop as long as that equipment does not disrupt other services on the AT&T network. The determination shall be made solely by Intrado and AT&T shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Intrado's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to AT&T's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to AT&T's network and will remain on copper facilities until the Loop is disconnected by Intrado or the customer, or until AT&T retires the copper facilities via the FCC's and any applicable Commission's requirements. Intrado is fully responsible for any of its service configurations that may differ from AT&T's technical standard for the Loop type ordered.

2.9.1.6 If AT&T retires its copper facilities using 47 C.F.R § 51.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, AT&T will notify Intrado, according to the applicable network disclosure requirements. It will be Intrado's responsibility to move any service it may provide over such facilities to alternative facilities. If Intrado fails to move the service to alternative facilities by the date in the network disclosure notice, AT&T may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 Intrado may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on AT&T's Interconnection Web site. After obtaining the Loop information from the mechanized LMU process, if Intrado needs further Loop information in order to determine Loop service capability, Intrado may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

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- 2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by AT&T. Intrado will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Intrado does not reserve facilities upon an initial LMUSI, Intrado's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.
- 2.9.2.3 Where Intrado has reserved multiple Loop facilities on a single reservation, Intrado may not specify which facility shall be provisioned when submitting the LSR. For those occasions, AT&T will assign to Intrado, subject to availability, a facility that meets the AT&T technical standards of the AT&T type Loop as ordered by Intrado.
- 2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from AT&T.

3 Line Splitting

- 3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to customers over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers. AT&T will provide Line Splitting over a Loop (UNE-L) purchased by Intrado pursuant to this Agreement.
- 3.2 Line Splitting – UNE-L. In the event Intrado provides its own switching or obtains switching from a third party, Intrado may engage in line splitting arrangements with another CLEC using a splitter, provided by Intrado, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.3 AT&T must make all necessary network modifications, including providing nondiscriminatory access to OSS necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for Loops used in line splitting arrangements. The Parties may use the Change Control Process to address necessary OSS modifications.
- 3.4 Provisioning Line Splitting – UNE-L
- 3.4.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When Intrado owns the splitter, Line Splitting requires the following: a loop from NID at the customer's location to the serving wire center and terminating into a distribution frame or its equivalent.

- 3.4.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.4.3 To order Line Splitting utilizing UNE-L on a particular Loop, Intrado must have a DSLAM collocated in the central office that serves the customer of such Loop.
- 3.4.4 Intrado may purchase, install and maintain central office POTS splitters in its collocation arrangements. Intrado may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the high frequency spectrum of the UNE-L. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 3.5 Maintenance – Line Splitting – UNE-L
 - 3.5.1 AT&T will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the customer's premises and the termination point.
 - 3.5.2 Intrado shall indemnify, defend and hold harmless AT&T from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by AT&T's gross negligence or willful misconduct.
 - 3.5.3 For the state of Alabama, the following rights are in addition to the general indemnification rights set forth above:
 - 3.5.3.1 PROVIDED, HOWEVER, that all amounts advanced in respect of such claims, losses and costs shall be repaid to Intrado by AT&T if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that AT&T is not entitled to be indemnified for such claims, losses and costs because the Claims, Losses and Costs arose as a result of AT&T's gross negligence or willful misconduct.
 - 3.5.3.2 AT&T will indemnify, defend and hold harmless Intrado from and against any Claims, Losses and Costs which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not Intrado brought against Intrado to the extent such Claim alleges that the cause of Claim, Loss and Cost was found to be the result of AT&T's gross negligence or willful misconduct.
 - 3.5.3.3 PROVIDED, HOWEVER, that AT&T shall have no obligation to indemnify Intrado under this section unless Intrado provides AT&T with prompt written

notice of any such Claim; Intrado permits AT&T to assume and control the defense to such action, with counsel chosen by AT&T; and AT&T does not enter into any settlement or compromise of such Claim.

3.5.3.4 PROVIDED, HOWEVER, that all amounts advanced in respect of such Claims, Losses and Costs shall be repaid to AT&T by Intrado if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that Intrado is not entitled to be indemnified for such Claims, Losses and Costs because the Claims, Losses and Costs did not arise as a result of AT&T's gross negligence or willful misconduct.

3.5.3.5 Definitions:

3.5.3.5.1 "Claim" means any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation that AT&T or Intrado in good faith believes might lead to the institution of any such action, suit or proceeding.

3.5.3.5.2 "Loss" means any and all damages, injuries, judgments, fines penalties, amounts paid or payable in settlement, deficiencies, and expenses (including all interest, assessments, and other charges paid or payable in connection with or respect of such Losses) incurred in connection with the Claim.

3.5.3.5.3 "Costs" means all reasonable attorney's fees and all other reasonable fees, expenses and obligations paid or incurred in connection with the Claim or related matters, including without limitation, investigating, defending, or participating (as a party, witness or otherwise) in (including on appeal), or preparing to defend or participate in any Claim.

3.6 Line Splitting – Loop and Port for the states of Georgia and North Carolina only

3.6.1 To the extent Intrado is using a commingled arrangement that consists of a Loop purchased pursuant to this Agreement and Local Switching provided by AT&T pursuant to Section 271, AT&T will permit Intrado to utilize Line Splitting. AT&T shall charge the applicable line splitting rates set forth in Exhibit A of this Agreement.

3.6.2 Intrado shall provide AT&T with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where Intrado will not provide voice and data services.

3.6.3 Provisioning Line Splitting and Splitter Space – Loop and Port

3.6.3.1 The Data CLEC, Voice CLEC, or a third party may provide the splitter. When Intrado or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at

the customer's location; a collocation cross-connection connecting the Loop to the collocation space; and a second collocation cross-connection from the collocation space connected to a voice port.

- 3.6.3.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.

- 3.6.4 CLEC Provided Splitter -- Line Splitting -- Loop and Port

- 3.6.4.1 Intrado or its authorized agent may purchase, install and maintain central office line splitters in its collocation arrangements. Intrado or its authorized agent may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing collocation rules and procedures and the terms and conditions relating to collocation set forth in Attachment 4-Central Office shall apply.

- 3.6.4.2 Any splitters installed by Intrado or its authorized agent in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. Intrado or its authorized agent may install any splitters that AT&T deploys or permits to be deployed for itself or any AT&T affiliate.

- 3.6.5 Maintenance -- Line Splitting -- Loop and Port

- 3.6.5.1 AT&T will be responsible for repairing troubles with the physical Loop between the NID at the customer's premises and the termination point.

- 4 Unbundled Network Element Combinations**

- 4.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by Intrado are in fact already combined by AT&T in the AT&T network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by Intrado are not already combined by AT&T in the location requested by Intrado but are elements that are typically combined in AT&T's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by Intrado are not elements that AT&T combines for its use in its network.

- 4.1.1 Except as otherwise set forth in this Agreement, upon request, AT&T shall perform the functions necessary to combine Network Elements that AT&T is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in AT&T's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with AT&T's network.

- 4.1.2 To the extent Intrado requests a Combination for which AT&T does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.
- 4.2 Rates
- 4.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.
- 4.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.
- 4.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of Intrado.
- 4.3 Enhanced Extended Links (EELs)
- 4.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. AT&T shall provide Intrado with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.
- 4.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).
- 4.3.3 By placing an order for a high-capacity EEL, Intrado thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a Network Element. AT&T shall have the right to audit Intrado's high-capacity EELs as specified below.

4.3.4 Service Eligibility Criteria

4.3.4.1 High capacity EELs must comply with the following service eligibility requirements. Intrado must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

4.3.4.1.1 Intrado has received state certification to provide local voice service in the area being served;

4.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

4.3.4.2.1 1) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;

4.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

4.3.4.2.3 3) Each circuit to be provided to each customer will have 911 or E911 capability prior to provision of service over that circuit;

4.3.4.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);

4.3.4.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk over which Intrado will transmit the calling party's number in connection with calls exchanged over the trunk;

4.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Intrado will have at least one (1) active DS1 local service interconnection trunk over which Intrado will transmit the calling party's number in connection with calls exchanged over the trunk; and

4.3.4.2.7 7) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

4.3.4.3 AT&T may, on an annual basis, audit Intrado's records in order to verify compliance with the qualifying service eligibility criteria. To invoke the audit, AT&T will send a Notice of Audit to Intrado. Such Notice of Audit will be delivered to Intrado no less than thirty (30) days prior to the date upon which AT&T seeks to commence an audit.

4.3.4.3.1 Such Notice of Audit to Intrado shall state AT&T's concern that Intrado is not complying with the service eligibility requirements as set forth above and a concise statement of the reasons therefor. AT&T is not required to provide

documentation, as distinct from a statement of concern, to support its basis for an audit, or seek the concurrence of the requesting carrier before selecting the location of the audit. AT&T may select the independent auditor without the prior approval of Intrado or the Commission. Challenges to the independence of the auditor may be filed with the Commission only after the audit has been concluded.

- 4.3.4.3.2 For the state of Alabama, Intrado may, however, challenge the legal qualifications of the auditor selected by filing an objection to that effect with the Commission within 10 days of receiving AT&T's Notice of Audit.
- 4.3.4.3.3 For the state of Louisiana, AT&T's notice to Intrado shall include a listing of the circuits for which AT&T alleges noncompliance, including all supporting documentation and a list of three auditors from which Intrado may choose one to conduct the audit.
- 4.3.4.4 The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue a report regarding Intrado's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether Intrado complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.
- 4.3.4.5 To the extent the independent auditor's report concludes that Intrado failed to comply with the service eligibility criteria, Intrado must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that Intrado did not comply in any material respect with the service eligibility criteria, Intrado shall reimburse AT&T for the cost of the independent auditor. To the extent the auditor's report concludes that Intrado did comply in all material respects with the service eligibility criteria, AT&T will reimburse Intrado for its reasonable and demonstrable costs associated with the audit. Intrado will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) days of receipt of a statement of such costs.
- 4.3.4.5.1 For the state of Alabama, Intrado will maintain appropriate documentation to support its certifications and may dispute any portion of the findings of an audit by petitioning the Commission for a review within twenty (20) days of receiving the reported findings of the auditor.

- 4.3.4.6 In the event Intrado converts special access services to Network Elements, Intrado shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5 Dedicated Transport and Dark Fiber Transport

- 5.1 Dedicated Transport. Dedicated Transport is defined as AT&T's transmission facilities between wire centers or switches owned by AT&T, or between wire centers or switches owned by AT&T and switches owned by Intrado, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Intrado. AT&T shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement.

5.2 DS1 and DS3 Dedicated Transport Requirements

- 5.2.1 For purposes of this Section 5.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 5.2.2 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dedicated Transport as described in this Agreement, except in any wire center meeting the criteria described below:
- 5.2.2.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain thirty-eight thousand (38,000) or more Business Lines or four (4) or more fiber-based collocators.
- 5.2.2.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 5.2.2.3 The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers, as described in Section 1.8, sets forth the list of wire centers meeting the criteria set forth in Sections 5.2.2.1 and 5.2.2.2 above as of March 11, 2005.
- 5.2.2.4 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.1 above, no future DS1 Dedicated Transport unbundling will be required between that wire center and any other wire center exceeding these same thresholds.
- 5.2.2.5 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.2 above, no future DS3 Dedicated Transport will be required between that wire center and any other wire center meeting or exceeding these same thresholds.

5.2.2.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

- 5.2.2.6.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above, but that were not included in the Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List. AT&T will follow any notification procedures set forth in applicable Commission orders.
- 5.2.2.6.2 Intrado shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 5.2.2.6.3 For purposes of Section 5.2.2.6 above, AT&T shall make available DS1 and DS3 Dedicated Transport that were in service for Intrado in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.2.2.6.4 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.2.2.6.5 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, Intrado shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.
- 5.2.2.6.6 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 5.2.2.6.6.1 If Intrado fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify Intrado's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service(s) set forth in Exhibit 1. In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as

set forth in AT&T's tariffs. In the states of Alabama, Georgia and North Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. For the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in AT&T's tariffs.

- 5.2.2.6.7 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.2.6.5 above or transitioned pursuant to Section 5.2.2.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 5.2.3 AT&T shall:
- 5.2.4 Provide Intrado exclusive use of Dedicated Transport to a particular customer or carrier;
- 5.2.5 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
- 5.2.6 Permit, to the extent technically feasible, Intrado to connect Dedicated Transport to equipment designated by Intrado, including but not limited to, Intrado's collocated facilities; and
- 5.2.7 Permit, to the extent technically feasible, Intrado to obtain the functionality provided by AT&T's digital cross-connect systems.
- 5.3 AT&T shall offer Dedicated Transport:
- 5.3.1 As capacity on a shared facility; and
- 5.3.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to Intrado.
- 5.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 5.5 Intrado may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport, but for which impairment exists for DS1 Dedicated Transport. For purposes of this Section 5, a "Route" is defined in 47 C.F.R. § 51.319 (e) as a transmission path between one of an incumbent LEC's wire centers or switches and another of the incumbent LECs wire centers or switches. A route between two (2) points (e.g. wire center or switch "A" and wire

center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between the same end points (e.g. wire center or switch "A" and wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

5.6 Technical Requirements

- 5.6.1 AT&T shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
- 5.6.2 AT&T shall offer the following interface transmission rates for Dedicated Transport:
 - 5.6.2.1 DS0 Equivalent;
 - 5.6.2.2 DS1;
 - 5.6.2.3 DS3;
 - 5.6.2.4 STS-1; and
 - 5.6.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 5.6.3 AT&T shall design Dedicated Transport according to its network infrastructure. Intrado shall specify the termination points for Dedicated Transport.
- 5.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and AT&T Technical References;
 - 5.6.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 5.6.4.2 AT&T's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
 - 5.6.4.3 AT&T's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

- 5.7 Unbundled Channelization (Multiplexing)
- 5.7.1 To the extent Intrado is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at an AT&T central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of AT&T. Once UC has been installed, Intrado may request channel activation on a channelized facility and AT&T shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.
- 5.7.2 AT&T shall make available the following channelization systems and interfaces:
- 5.7.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.
- 5.7.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 5.7.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 5.7.3 Technical Requirements. In order to assure proper operation with AT&T provided central office multiplexing functionality, Intrado's channelization equipment must adhere strictly to form and protocol standards. Intrado must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
- 5.8 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.
- 5.8.1 Dark Fiber Transport Requirements
- 5.8.1.1 For purposes of this Section 5.8, a Business Line is as defined in 47 C.F.R. § 51.5.
- 5.8.1.2 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dark Fiber Transport as described in this Agreement, except in any wire center meeting the criteria described below:

- 5.8.1.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 5.8.1.3 The Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, as described in Section 1.8, sets forth the list of wire centers meeting the criteria set forth in Section 5.8.1.2.1 above as of March 11, 2005.
- 5.8.1.4 Once any wire center exceeds either of the thresholds set forth in Section 5.8.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 5.8.1.5 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
 - 5.8.1.5.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 5.8.1.2.1 above, but that were not included in the Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List". AT&T will follow any notification procedures in applicable Commission orders.
 - 5.8.1.5.2 Intrado shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
 - 5.8.1.5.3 For purposes of Section 5.8.1.5 above, AT&T shall make available Dark Fiber Transport that was in service for Intrado in a wire center on the Subsequent Wire Center List as of the thirtieth (30) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
 - 5.8.1.5.4 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
 - 5.8.1.5.5 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, Intrado shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.

- 5.8.1.5.6 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 5.8.1.5.6.1 If Intrado fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify Intrado's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service set forth in Exhibit 1.
- 5.8.1.5.6.2 In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. In the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.
- 5.8.1.5.6.3 For Subsequent Embedded Base circuits converted pursuant to Section 5.8.1.5.5 above or transitioned pursuant to Section 5.8.1.5.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 5.9 Rearrangements
- 5.9.1 A request to move a working Intrado Dedicated Transport circuit or a Combination including Dedicated Transport from one connecting facility assignment (CFA) to another CFA in the same AT&T Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable Rearrangement rates for the Change in CFA are set forth in Exhibit A.
- 5.9.2 A request to reterminate one end of a Dedicated Transport facility that is not a Change in CFA and thus results in retermination in a different AT&T Central Office (Retermination) shall constitute disconnection of existing service and the establishment of new service. Disconnect charges and full nonrecurring charges for establishment of service, as set forth in Exhibit A, shall apply.
- 5.9.3 Upon request of Intrado, AT&T shall project manage the Change in CFA or Retermination of Dedicated Transport and Combinations that include Dedicated Transport as described in Sections 5.9.1 and 5.9.2 above and Intrado may request OC-TS for such orders.

- 5.9.4 AT&T shall accept a LOA between Intrado and another carrier that will allow Intrado, in connection with a Change in CFA or Retermination, to connect Dedicated Transport or a Combination that includes Dedicated Transport, via a CFA, to the other carrier's collocation space or to another carrier's Multiplexer.

6 Automatic Location Identification/Data Management System (ALI/DMS)

6.1 911 and E911 Databases

- 6.1.1 AT&T shall provide Intrado with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 6.1.2 The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Intrado will be required to provide the AT&T 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1 below.

6.2 Technical Requirements

- 6.2.1 AT&T's 911 database vendor shall provide Intrado the capability of providing updates to the ALI/DMS database through a specified electronic interface. Intrado shall contact AT&T's 911 database vendor directly to request interface. Intrado shall provide updates directly to AT&T's 911 database vendor on a daily basis. Updates shall be the responsibility of Intrado and AT&T shall not be liable for the transactions between Intrado and AT&T's 911 database vendor.
- 6.2.2 It is Intrado's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the AT&T Interconnection Web site.
- 6.2.3 Intrado shall conform to the AT&T standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the AT&T Interconnection Web site.
- 6.2.4 Stranded Unlocks are defined as end user records in AT&T's ALI/DMS database that have not been migrated for over ninety (90) days to Intrado, as a new provider of local service to the end user. Stranded Unlocks are those end user records that have been "unlocked" by the previous local exchange carrier that provided service to the end user and are open for Intrado to assume responsibility for such records.

- 6.2.4.1 Based upon end user record ownership information available in the NPAC database, AT&T shall provide a Stranded Unlock annual report to Intrado that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Intrado shall review the Stranded Unlock report, identify its end user records and request to either delete such records or migrate the records to Intrado within two (2) months following the date of the Stranded Unlock report provided by AT&T. Intrado shall reimburse AT&T for any charges AT&T's database vendor imposes on AT&T for the deletion of Intrado's records.
- 6.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
- 6.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate AT&T 911 tandem.
- 6.3.1.1 The database capability allows Intrado to offer an E911 service to its PBX end users that identifies to the PSAP the physical location of the Intrado PBX 911 end user station telephone number for the 911 call that is placed by the end user.
- 6.3.2 Intrado may order either the database capability or the transport component as desired or Intrado may order both components of the service.
- 6.3.3 911 PBX Locate Database Capability. Intrado's end user or Intrado's end user's database management agent (DMA) must provide the end user PBX station telephone numbers and corresponding address and location data to AT&T's 911 database vendor. The data will be loaded and maintained in AT&T's ALI database.
- 6.3.4 Ordering, provisioning, testing and maintenance shall be provided by Intrado pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the AT&T Interconnection Web site.
- 6.3.5 Intrado's end user, or Intrado's end user DMA must provide ongoing updates to AT&T's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of Intrado to ensure that the end user or DMA maintain the data pertaining to each end user's extension managed by the 911 PBX Locate Service product. Intrado should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Intrado's end user, or Intrado's end user DMA under the terms of 911 PBX Locate product.
- 6.3.5.1 Intrado must provision all PBX station numbers in the same LATA as the E911 tandem.

- 6.3.6 Intrado agrees to release, indemnify, defend and hold harmless AT&T from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Intrado's end user or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Intrado or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by AT&T in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by AT&T's gross negligence or wilful misconduct. Intrado is responsible for assuring that its authorized end users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to Intrado's end user or DMA pursuant to these terms. Specifically, Intrado's end user or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.
- 6.3.7 Intrado may only use AT&T PBX Locate Service solely for the purpose of validating and correcting 911 related data for Intrado's end users' telephone numbers for which it has direct management authority.
- 6.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Intrado to order a CAMA type dedicated trunk from Intrado's end user premise to the appropriate AT&T 911 tandem pursuant to the following provisions.
- 6.3.8.1 Except as otherwise set forth below, a minimum of two (2) end user specific, dedicated 911 trunks are required between the Intrado's end user premise and the AT&T 911 tandem as described in AT&T's TR 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the AT&T Interconnection Web site. Intrado is responsible for connectivity between the end user's PBX and Intrado's switch or POP location. Intrado will then order 911 trunks from their switch or POP location to the AT&T 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a Intrado purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Intrado is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the AT&T 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN

(PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

6.3.9 Ordering and Provisioning. Intrado will submit an Access Service Request (ASR) to AT&T to order a minimum of two (2) end user specific 911 trunks from its switch or POP location to the AT&T 911 tandem.

6.3.9.1 Testing and maintenance shall be provided by Intrado pursuant to the 911 PBX Locate Marketing Service description that is located on the AT&T Interconnection Web site.

6.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by Intrado pursuant to the terms and conditions set forth in Attachment 3.

7 **White Pages Listings**

7.1 AT&T shall provide Intrado and its customers access to white pages directory listings under the following terms:

7.1.1 Listings. Intrado shall provide all new, changed and deleted listings on a timely basis and AT&T or its agent will include Intrado residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Intrado and AT&T customers. Intrado shall provide listing information in accordance with the procedures set forth in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.

7.1.2 Unlisted/Non-Published Customers. Intrado will be required to provide to AT&T the names, addresses and telephone numbers of all Intrado customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in AT&T's GSST and shall not be subject to wholesale discount.

7.1.3 Inclusion of Intrado Customers in Directory Assistance Database. AT&T will include and maintain Intrado customer listings in AT&T's DA databases. Intrado shall provide such Directory Assistance listings to AT&T at no charge.

7.1.4 Listing Information Confidentiality. AT&T will afford Intrado's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.

- 7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by AT&T at tariffed rates as set forth in AT&T's GSST and shall not be subject to the wholesale discount.
- 7.1.6 Rates. So long as Intrado provides listing information to AT&T as set forth in Section 7.1.2 above, AT&T shall provide to Intrado one (1) basic White Pages directory listing per Intrado customer at no charge other than applicable service order charges as set forth in AT&T's tariffs. Except in the case of a LSR submitted solely to port a number from AT&T, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.
- 7.2 Directories. AT&T or its agent shall make available White Pages directories to Intrado customer at no charge or as specified in a separate agreement between Intrado and AT&T's agent.
- 7.3 Procedures for submitting Intrado Subscriber Listing Information (SLI) are found in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.
- 7.3.1 Intrado authorizes AT&T to release all Intrado SLI provided to AT&T by Intrado to qualifying third parties. Such Intrado SLI shall be intermingled with AT&T's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to Intrado for AT&T's receipt of Intrado SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent AT&T incurs costs to modify its systems to enable the release of Intrado's SLI, or costs on an ongoing basis to administer the release of Intrado SLI, Intrado shall pay to AT&T its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Intrado's SLI, Intrado will be notified. If Intrado does not wish to pay its proportionate share of these reasonable costs, Intrado may instruct AT&T that it does not wish to release its SLI to independent publishers, and Intrado shall amend this Agreement accordingly. Intrado will be liable for all costs incurred until the effective date of the agreement.
- 7.3.3 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by Intrado under this Agreement. Intrado shall indemnify, except to the

extent caused by AT&T's gross negligence or willful misconduct, hold harmless and defend AT&T and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from AT&T's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Intrado listings or use of the SLI provided pursuant to this Agreement. AT&T may forward to Intrado any complaints received by AT&T relating to the accuracy or quality of Intrado listings.

- 7.3.4 Listings and subsequent updates will be released consistent with AT&T system changes and/or update scheduling requirements.

Georgia 271 Requirements

1. This Exhibit sets forth terms and conditions for de-listed network elements that AT&T is required to offer pursuant to the Georgia Public Service Commission's Order in Docket No. 19341-U ("Order") to Intrado for Intrado's provision of Telecommunications Services in accordance with its obligations under Section 271 of the Act ("271").
 - 1.1 To the extent DS1 and/or DS3 Loops, DS1 and/or DS3 Dedicated Transport and Multiplexing are unavailable as a UNE pursuant to this Agreement, these services will be made available by AT&T pursuant to Section 271 of the Act on the same terms and conditions set forth elsewhere in the Agreement, except as otherwise provided in this Exhibit 1, and at the rates set forth in Exhibit B to this Agreement. Notwithstanding the foregoing, the Parties agree that those provisions applicable to DS1 and DS3 Loops or DS1 and DS3 transport provided pursuant to Section 251 of the Act relating to transition of Embedded Base circuits, limitations on the number of circuits available at a particular location or Building, and limitations relating to use for mobile and long distance service shall not apply to the equivalent services available pursuant to this Exhibit 1.
 - 1.2 For information regarding Ordering Guidelines and Processes for 271 elements in the state of Georgia, Intrado should refer to the Guides section of AT&T's Interconnection Web site.
2. 271 Dark Fiber Loops, 271 DS1 and DS3 Entrance Facilities, and 271 Dark Fiber Transport Facilities are unavailable pursuant to this Agreement and, but are available at the rates, terms, and conditions set forth in the applicable AT&T tariff.
 - 2.1 Under no circumstance shall AT&T be required to (1) combine 271 elements with other 271 elements offered pursuant to this Exhibit, or (2) 271 elements combined with tariffed services or other wholesale services provided by AT&T. Additionally, AT&T shall not be required to commingle or combine 271 elements offered pursuant to this Exhibit with tariffed services. Further, under no circumstance shall AT&T be required to convert 271 elements offered pursuant to this Agreement to equivalent tariffed services, or to convert tariffed services to 271 elements offered pursuant to this Agreement.

3. Line Sharing
- 3.1 General. Line Sharing is defined as the process by which Intrado provides digital subscriber line service ("xDSL") over the same copper Loop that AT&T uses to provide retail voice service, with AT&T using the low frequency portion of the Loop and Intrado using the high frequency spectrum (as defined below) of the Loop.
- 3.2 Line Sharing arrangements in service as of October 1, 2003 will be billed at the rates set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.
- 3.3 For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004 the rates will be as set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.
- 3.4 For Line Sharing arrangements placed on or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be the full copper loop rate as set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.
- 3.5 As of October 2, 2006, the rates for Line Sharing arrangements shall be as set forth in Exhibit B to this Amendment.
- 3.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Intrado the ability to provide xDSL data services to the End User for which AT&T provides voice services.
- 3.7 The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. AT&T will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Intrado shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the abovementioned document.

- 3.8 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, lowpass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and TI .601.
- 3.9 AT&T will provide Loop Modification to Intrado on an existing Loop for Line Sharing in accordance with procedures as specified in Attachment 2 of this Agreement. AT&T is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades AT&T's voice service. If Intrado requests that AT&T modify a Loop and such modification significantly degrades the voice services on the Loop, Intrado shall pay for the Loop to be restored to its original state.
- 3.10 Line Sharing shall only be available on Loops on which AT&T is also providing, and continues to provide; analog voice service directly to the End User. In the event the End User terminates its AT&T provided voice service for any reason, or in the event AT&T disconnects the End User's voice service pursuant to its tariffs or applicable law, and Intrado desires to continue providing xDSL service on such Loop, Intrado or the new voice provider, or both, shall be required to purchase a full stand-alone Loop. In those cases in which AT&T no longer provides voice service to the End User and Intrado purchases the full stand-alone Loop, Intrado may elect the type of Loop it will purchase. Intrado will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U. In the event Intrado purchases a voice grade Loop, Intrado acknowledges that such Loop may not remain xDSL compatible.
- 3.11 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.
- 3.12 Provisioning of Line Sharing and Splitter Space. AT&T will provide Intrado with access to the High Frequency Spectrum as follows:
- 3.12.1 To order High Frequency Spectrum on a particular Loop, Intrado must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.
- 3.12.2 Intrado may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. AT&T will install splitters within thirty-six (36) calendar days of Intrado's submission of an error free Line Splitter Ordering Document (LSOD) to the AT&T Complex Resale Support Group.

- 3.12.3 Once a splitter is installed on behalf of Intrado in a central office in which Intrado is located, Intrado shall be entitled to order the High Frequency Spectrum on lines served out of that central office. AT&T will bill and Intrado shall pay the electronic or manual ordering charges, as set forth in Exhibit A of Attachment 2 of the Agreement, as applicable when Intrado orders High Frequency Spectrum for End User service.
- 3.12.4 Once AT&T has placed cross-connects on behalf of Intrado to provide Intrado access to the High Frequency Spectrum and chooses to rearrange its splitter or CLEC pairs, Intrado may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of Intrado's cable pairs or splitter ports after AT&T has placed cross-connection to provide Intrado access to the High Frequency Spectrum. AT&T shall bill and Intrado shall pay the Subsequent Activity charges as set forth in Exhibit B of this Amendment.
- 3.13 AT&T Provided Splitter – Line Sharing. AT&T will select, purchase, install, and maintain a central office POTS splitter and provide Intrado access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Intrado's xDSL equipment in Intrado's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, AT&T will provide Intrado with a carrier notification letter, informing Intrado of change. Intrado shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports.
- 3.14 AT&T will install the splitter in (i) a common area close to Intrado's collocation area, if possible; or (ii) in a AT&T relay rack as close to Intrado's DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Intrado on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. AT&T will cross-connect the splitter data ports to a specified Intrado DS0 at such time that a Intrado End User's service is established.
- 3.15 CLEC Provided Splitter – Line Sharing. Intrado may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Intrado may use such splitters to provide xDSL services to its End Users using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

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- 3.16 Any splitters installed by Intrado in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Intrado may install any splitters that AT&T deploys or permits to be deployed for itself or any AT&T affiliate.
- 3.17 Ordering – Line Sharing. Intrado shall use AT&T's LSOD to order splitters from AT&T and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.
- 3.18 AT&T's Local Ordering Handbook (LOH) will provide Intrado the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.
- 3.19 AT&T will provision High Frequency Spectrum in compliance with AT&T's Products and Services Interval Guide available at AT&T's Interconnection Web site.
- 3.20 AT&T shall test the data portion of the Loop to ensure the continuity of the wiring for Intrado's data.
- 3.21 AT&T will provide Intrado access to Preordering LMU in accordance with the terms of this Agreement. AT&T shall bill and Intrado shall pay the rates for such services, as described in Exhibit B of this Amendment.
- 3.22 Maintenance and Repair - Line Sharing. Intrado shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. Intrado may test from the collocation space, the Termination Point, or the NID. AT&T will be responsible for repairing voice services and the physical line between the NID at the End User's premises and the Termination Point. Intrado will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.
- 3.23 Intrado shall inform its End Users to direct data problems to Intrado, unless both voice and data services are impaired, in which event Intrado should direct the End Users to contact AT&T. Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.
- 3.24 If Intrado reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the AT&T portion, or AT&T isolates the trouble to the physical collocation arrangement belonging to Intrado, AT&T will charge Intrado for any dispatching and testing (both inside and

outside the CO) required by AT&T in order to confirm the working status.
The rates charged for no trouble found (NTF) shall be as set forth in
Exhibit B of this Amendment.

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UNBUNDLED NETWORK ELEMENTS - Alabama

UNBUNDLED NETWORK ELEMENTS - Alabama						Att: 2 Exh: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECE rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMECE rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to AT&T.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only					SOMECE	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only					SOMAN	15.66	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1T03, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDL5X, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDD3, ULDS1, ULDDX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD		SDASP	200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						35.13	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		12.58	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		21.05	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		34.34	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		12.58	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		21.05	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		34.34	37.81	17.56	23.49	5.30					
	Tag Loop at End User Premise			UEANL	URETL			8.93	0.88							
	Loop Testing - Basic 1st Half Hour			UEANL	URET1			34.16	0.00							
	Loop Testing - Basic Additional Half Hour			UEANL	URETA			19.85	19.85							
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC			8.15	8.15							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL			18.09								

UNBUNDLED NETWORK ELEMENTS - Alabama

UNBUNDLED EXCHANGE ACCESS LOOP													Att: 2 Exh: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
														Rec
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.44							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	23.49	5.30				
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.81	17.56	23.49	5.30				
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.15	8.15						
2-WIRE UNBUNDLED COPPER LOOP														
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15				
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15				
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88						
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.16	0.00						
	Loop Testing - Basic, Additional Half Hour			UEQ	URETA		19.85	19.85						
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.15	8.15						
	Unbundled Copper Loop - Non-Designed, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.44							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	21.25	4.15				
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		34.14	15.10	21.25	4.15				
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.15	8.15						
UNBUNDLED EXCHANGE ACCESS LOOP														
2-WIRE ANALOG VOICE GRADE LOOP														
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44				
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		5.59	5.59						
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES2		5.59	5.59						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36						
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10						
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		88.00	55.00						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00						
4-WIRE ANALOG VOICE GRADE LOOP														
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	25.34	131.97	94.51	59.14	14.50				
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50				
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		5.59	5.59						
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES2		5.59	5.59						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36						
2-WIRE ISDN DIGITAL GRADE LOOP														
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.88	117.24	79.77	52.88	10.54				
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54				
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54				
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.63	44.16						
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP														
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.01	110.00	68.00	47.24	7.44				

UNBUNDLED NETWORK ELEMENTS - Alabama

UNBUNDLED NETWORK ELEMENTS - Alabama													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.73	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.30	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.01	90.00	57.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	12.73	90.00	57.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.20	40.40								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.74	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.17	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.44	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.74	90.00	57.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.17	90.00	57.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.44	90.00	57.00	47.24	7.44						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.56	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.25	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	94.00	57.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.56	94.00	57.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.25	94.00	57.00	51.70	9.73						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	82.55	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	154.18	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	314.52	252.47	157.54	44.70	11.71						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			USL	URES1		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES1		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.09	43.05								
4-WIRE 19.2, 56 OR 64 Kbps DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	28.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	28.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	28.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	35.95	126.27	88.80	59.14	14.50						

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UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	37.88	126.27	88.80	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			UDL	URES		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.13	49.75								
2-WIRE UNBUNDLED COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		16.90									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.63	44.16								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.05								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.14	88.00	55.00	47.24	7.44						

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UNBUNDLED NETWORK ELEMENTS - Alabama

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.38	88.00	55.00	47.24	7.44					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	22.85	88.00	55.00	47.24	7.44					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.14	88.00	55.00	47.24	7.44					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		5.59	5.59							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)			NTCVG	URES		5.59	5.59							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36							
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10							
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	25.34	131.97	94.51	59.14	14.50					
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.58	131.97	94.51	59.14	14.50					
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	60.02	131.97	94.51	59.14	14.50					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		5.59	5.59							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		5.59	5.59							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36							
4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	82.55	252.47	157.54	44.70	11.71					
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	154.18	252.47	157.54	44.70	11.71					
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	314.52	252.47	157.54	44.70	11.71					
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			NTCD1	URES		5.59	5.59							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		5.59	5.59							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.09	43.05							
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	26.09	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	35.95	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	37.88	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	26.09	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	35.95	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	37.88	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	26.09	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	35.95	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	37.88	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	26.09	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	35.95	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	37.88	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	26.09	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	35.95	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	37.88	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	26.09	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	35.95	126.27	88.80	59.14	14.50					
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	37.88	126.27	88.80	59.14	14.50					
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			NTCUD	URES		5.59	5.59							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES		5.59	5.59							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.13	49.75							
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCUD1	OCOSL		18.90								
MAINTENANCE OF SERVICE															

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UNBUNDLED NETWORK ELEMENTS - Alabama																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A				
												Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Basic Time, per half hour															
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Overtime, per half hour															
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
	Maintenance of Service Charge, Premium, per half hour															
LOOP MODIFICATION																
	Unbundled Loop Modification Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft. per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.41	32.41								
SUB-LOOPS																
Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		244.42									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.64									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.45									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.15									

UNBUNDLED NETWORK ELEMENTS - Alabama

UNBUNDLED NETWORK ELEMENTS - RATES										Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.86	65.80	30.96	45.25	6.70					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15							
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07					
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07					
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	32.57	79.03	44.19	49.71	9.07					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15							
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.27	53.01	18.17	45.25	6.70					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15							
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.16	59.25	24.41	49.71	9.07					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15							
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00							
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85							
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15							
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.11	79.03	44.19	49.71	9.07					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15							
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88							
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.16	0.00							
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.85	19.85							
	Unbundled Sub-Loop Modification														
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load			UEF	ULM2X		175.78	5.10							
	Coil/Equip Removal per 2-W PR			UEF	ULM2X										
	Unbundled Sub-loop Modification - 4-W Copper Dist Load			UEF	ULM4X		175.78	5.10							
	Coil/Equip Removal per 4-W PR			UEF	ULM4X										
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.20	6.11							
	Unbundled Network Terminating Wire (UNTW)														
	Unbundled Network Terminating Wire (UNTW) per Pair			UNTW	UNENPP	0.40	30.01								
	Network Interface Device (NID)														
	Network Interface Device (NID) - 1-2 lines			UNTW	UND12		43.23	28.38							
	Network Interface Device (NID) - 1-6 lines			UNTW	UND16		63.97	49.11							
	Network Interface Device Cross Connect - 2 W			UNTW	UNDC2		5.87	5.87							
	Network Interface Device Cross Connect - 4W			UNTW	UNDC4		5.87	5.87							
	UNE OTHER, PROVISIONING ONLY - NO RATE														
				UAL, UCL, UDC, UDL, UDN, UEA, UML, UEANL, UEF, UEO, UNTW, NTCVG, NTCUD, NTCO1, USL	UNECN	0.00	0.00								
	Unbundled Contact Name, Provisioning Only - no rate			USL, NTCO1	CCOSF		0.00								
	Unbundled DS1 Loop - Superframe Format Option - no rate														
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCO1	CCOEF		0.00								
	NID - Dispatch and Service Order for NID installation			UNTW	UNDBX	0.00	0.00								
	UNTW Circuit Establishment, Provisioning Only - No Rate			UNTW	UENCE	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY						RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A				
																		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
												Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
													First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																						
						Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).				UMK	UMKLW		20.00	20.00								
						Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).				UMK	UMKLP		21.00	21.00								
						Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)				UMK	UMKMQ		0.59	0.59								
LINE SPLITTING																						
END USER ORDERING-CENTRAL OFFICE BASED																						
						Line Splitting - per line activation DLEC owned splitter				UEPSR UEPSB	UREOS	0.61										
						Line Splitting - per line activation AT&T owned - physical				UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83						
						Line Splitting - per line activation AT&T owned - virtual				UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83						
END USER ORDERING - REMOTE SITE LINE SPLITTING																						
UNBUNDLED EXCHANGE ACCESS LOOP																						
2-WIRE ANALOG VOICE GRADE LOOP																						
						2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1			1	UEPSR UEPSB	UEALS	12.58	37.81	17.56	23.49	5.30						
						2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1			1	UEPSR UEPSB	UEABS	12.58	37.81	17.56	23.49	5.30						
						2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 2			2	UEPSR UEPSB	UEALS	21.05	37.81	17.56	23.49	5.30						
						2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 2			2	UEPSR UEPSB	UEABS	21.05	37.81	17.56	23.49	5.30						
						2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3			3	UEPSR UEPSB	UEALS	34.34	37.81	17.56	23.49	5.30						
						2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3			3	UEPSR UEPSB	UEABS	34.34	37.81	17.56	23.49	5.30						
PHYSICAL COLLOCATION																						
						Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting				UEPSR UEPSB	PE1LS	0.03	12.30	11.80	6.03	5.44						
VIRTUAL COLLOCATION																						
						Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting				UEPSR UEPSB	VE1LS	0.03	12.30	11.80	6.03	5.44						
UNBUNDLED DEDICATED TRANSPORT																						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																						
						Interoffice Channel - 2-Wire Voice Grade - per mile				U1TVX	1L5XX	0.008838										
						Interoffice Channel - 2-Wire Voice Grade - Facility Termination				U1TVX	U1TV2	21.13	40.54	27.41	16.74	6.90						
						Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile				U1TVX	1L5XX	0.008838										
						Interoffice Channel - 2-Wire V/G Rev Bat. - Facility Termination				U1TVX	U1TR2	21.13	40.54	27.41	16.74	6.90						
						Interoffice Channel - 4-Wire Voice Grade - per mile				U1TVX	1L5XX	0.008838										
						Interoffice Channel - 4-Wire Voice Grade - Facility Termination				U1TVX	U1TV4	18.73	40.54	27.41	16.74	6.90						
						Interoffice Channel - 56 kbps - per mile				U1TDX	1L5XX	0.008838										
						Interoffice Channel - 56 kbps - Facility Termination				U1TDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
						Interoffice Channel - 64 kbps - per mile				U1TDX	1L5XX	0.008838										
						Interoffice Channel - 64 kbps - Facility Termination				U1TDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
						Interoffice Channel - DS1 - per mile				U1TD1	1L5XX	0.18										
						Interoffice Channel - DS1 - Facility Termination				U1TD1	U1TF1	60.16	89.27	81.81	16.35	14.44						
						Interoffice Channel - DS3 - per mile				U1TD3	1L5XX	4.09										
						Interoffice Channel - DS3 - Facility Termination				U1TD3	U1TF3	703.52	278.75	162.76	60.20	58.46						
						Interoffice Channel - STS-1 - per mile				U1TS1	1L5XX	4.09										
						Interoffice Channel - STS-1 - Facility Termination				U1TS1	U1TFS	701.37	278.75	162.76	60.20	58.46						
UNBUNDLED DARK FIBER - Stand Alone or In Combination																						
						Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof				UDF, UDFCX	1L5DF	22.34										
						Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof				UDF, UDFCX	UDF14		639.09	137.87	317.06	197.66						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																						
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																						
						DS3 Unbundled Local Loop - per mile				UE3	1L5ND	8.38										
						DS3 Unbundled Local Loop - Facility Termination				UE3	UE3PX	308.08	451.52	263.94	119.49	83.58						
						STS-1 Unbundled Local Loop - per mile				UDLSX	1L5ND	8.38										
						STS-1 Unbundled Local Loop - Facility Termination				UDLSX	UDLS1	319.83	451.52	263.94	119.49	83.58						

UNBUNDLED NETWORK ELEMENTS - Alabama										Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
ENHANCED EXTENDED LINK (EELs)	Network Elements Used in Combinations					Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	OSS Rate(s)		
							First	Add'l	First	Add'l			SOMAN	SOMAN	SOMAN
	2-Wire VG Loop (SL2) In Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44					
	2-Wire VG Loop (SL2) In Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44					
	2-Wire VG Loop (SL2) In Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44					
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50					
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50					
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50					
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54					
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54					
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50					
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71					
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71					
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71					
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	8.38									
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.08	451.52	263.94	119.49	83.58					
	STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	8.38									
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	319.83	451.52	263.94	119.49	83.58					
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.008838									
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	21.13	40.54	27.41	16.74	6.90					
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.008838									
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	18.73	40.54	27.41	16.74	6.90					
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.008838									
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90					
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.008838									
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90					
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.18									
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44					
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.09									
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	703.52	278.75	162.76	60.20	58.46					
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	4.09									
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	701.37	278.75	162.76	60.20	58.46					
ADDITIONAL NETWORK ELEMENTS															
Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1		1	U1TD1, ULDD1,UNC1X	CCOEF		0.00								
	Clear Channel Capability Super Frame Option - per DS1		1	U1TD1, ULDD1,UNC1X	CCOSF		0.00								
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1		1	ULDD1, U1TD1, UNC1X, USL	NRCCC		184.85	23.81	1.99	0.7741					
	C-bit Parity Option - Subsequent Activity - per DS3		1	U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.13	7.67	0.7355	0.00					
	DS1/DS0 Channel System			UNC1X	MQ1	107.19	91.04	62.57	10.54	9.79					
	DS3/DS1 Channel System			UNC3X, UNC3X	MQ3	176.20	178.14	93.97	33.26	31.83					
	Voice Grade COCI in combination			UNCVX	1D1VG	0.56	6.58	4.72							
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.56	6.58	4.72							
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.58	4.72							
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	2.41	6.58	4.72							
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	2.41	6.58	4.72							
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.41	6.58	4.72							
	2-wire ISDN COCI (BRIT) in combination			UNCNX	UC1CA	1.19	6.58	4.72							

UNBUNDLED NETWORK ELEMENTS - Alabama															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.19	6.58	4.72							
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation														
	DS1 COCI in combination			U1TUB	UC1CA	1.19	6.58	4.72							
	DS1 COCI - for Stand Alone Local Channel			UNC1X	UC1D1	13.47	6.58	4.72							
	DS1 COCI - for Stand Alone Interoffice Channel			ULDD1	UC1D1	13.47	6.58	4.72							
	DS1 COCI - for DS1 Local Loop			U1TD1	UC1D1	13.47	6.58	4.72							
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			USL NTCDD1	UC1D1	13.47	6.58	4.72							
				U1TUA	UC1D1	13.47	6.58	4.72							
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQCB, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.59	5.59							
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		5.59	5.59							
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		5.59	5.59							
	Access to DCS - Customer Reconfiguration (FlexServ)						5.59	5.59							
	Customer Reconfiguration Establishment						1.48		1.84						
	DS1 DCS Termination with DS0 Switching					29.46	25.55	19.66	16.63	13.38					
	DS1 DCS Termination with DS1 Switching					9.94	18.47	12.58	12.21	8.96					
	DS3 DCS Termination with DS1 Switching					105.16	25.55	19.66	16.63	13.38					
	Node (SynchroNet)														
	Node per month			UNC0X	UNCNT	15.77									
	Service Rearrangements														
				U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.09	43.05							
	NRC - Change in Facility Assignment per circuit Service Rearrangement														
				U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.16	3.16							
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)														
	NRC - Order Coordination Specific Time - Dedicated Transport			UNC1X, UNC3X	OCOSR		18.93	18.93							
COMMINGLING															
				UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00					
	Commingled (UNE part of single bandwidth circuit)														
	Commingled VG COCI			XDV2X	1D1VG	0.56	6.58	4.72							
	Commingled Digital COCI			XDV6X	1D1DD	1.19	6.58	4.72							
	Commingled ISDN COCI			XDD4X	UC1CA	2.41	6.58	4.72							
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	21.13	40.54	27.41	16.74	6.90					
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	18.73	40.54	27.41	16.74	6.90					
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.12	40.54	27.41	16.74	6.90					
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.12	40.54	27.41	16.74	6.90					
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.008838									
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.38	88.00	55.00	47.24	7.44					
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	22.85	88.00	55.00	47.24	7.44					
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.14	88.00	55.00	47.24	7.44					

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingle 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	25.34	131.97	94.51	59.14	14.50						
	Commingle 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.58	131.97	94.51	59.14	14.50						
	Commingle 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Commingle 56kbps Local Loop Zone 1		1	XDD4X	UDL56	26.09	126.27	88.80	59.14	14.50						
	Commingle 56kbps Local Loop Zone 2		2	XDD4X	UDL56	35.95	126.27	88.80	59.14	14.50						
	Commingle 56kbps Local Loop Zone 3		3	XDD4X	UDL56	37.88	126.27	88.80	59.14	14.50						
	Commingle 64kbps Local Loop Zone 1		1	XDD4X	UDL64	26.09	126.27	88.80	59.14	14.50						
	Commingle 64kbps Local Loop Zone 2		2	XDD4X	UDL64	35.95	126.27	88.80	59.14	14.50						
	Commingle 64kbps Local Loop Zone 3		3	XDD4X	UDL64	37.88	126.27	88.80	59.14	14.50						
	Commingle ISDN Local Loop Zone 1		1	XDD4X	U1L2X	21.88	117.24	79.77	52.88	10.54						
	Commingle ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.85	117.24	79.77	52.88	10.54						
	Commingle ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.55	117.24	79.77	52.88	10.54						
	Commingle DS1 COCI			XDH1X	UC1D1	13.47	6.58	4.72								
	Commingle DS1 Interoffice Channel			XDH1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
	Commingle DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.18										
	Commingle DS1/DS0 Channel System			XDH1X	MQ1	107.19	91.04	62.57	10.54	9.79						
	Commingle DS1 Local Loop Zone 1		1	XDH1X	USLXX	82.55	252.47	157.54	44.70	11.71						
	Commingle DS1 Local Loop Zone 2		2	XDH1X	USLXX	154.18	252.47	157.54	44.70	11.71						
	Commingle DS1 Local Loop Zone 3		3	XDH1X	USLXX	314.52	252.47	157.54	44.70	11.71						
	Commingle DS3 Local Loop			HFQC6	UE3PX	308.08	451.52	263.94	119.49	83.58						
	Commingle DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	8.38										
	Commingle STS-1 Local Loop			HFRST	UDLS1	319.83	451.52	263.94	119.49	83.58						
	Commingle DS3/DS1 Channel System			HFQC6	MQ3	176.20	178.14	93.97	33.26	31.83						
	Commingle DS3 Interoffice Channel			HFQC6	U1TF3	703.52	278.75	162.76	60.20	58.46						
	Commingle DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.09										
	Commingle STS-1 Interoffice Channel			HFRST	U1TFS	701.37	278.75	162.76	60.20	58.46						
	Commingle STS-1 Interoffice Channel Mileage			HFRST	1L5XX	4.09										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	22.34										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		639.09	137.87	317.06	197.66						
	JUNE to Commingle Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingle Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.000757										
	LNP Service Establishment Manual						12.52			11.51						
	LNP Service Provisioning with Point Code Establishment						593.49	303.20	268.93	197.74						
911 PBX LOCATE																
911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.44									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.60									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	181.33										
	Service Order Charge			9PBDC	9PBSC		15.66									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

UNBUNDLED NETWORK ELEMENTS - Florida

UNBUNDLED NETWORK ELEMENTS - FLORIDA													Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																	
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																	
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECS rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMECS rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to AT&T.																	
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMECS		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																	
					UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UON, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULD03, ULDS1, ULDOX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD1	SDASP	200.00										
UNE Expedite Charge per Circuit or Line Assignable USOC, per Day																	
ORDER MODIFICATION CHARGE																	
		Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
		Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.69	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.20	49.57	22.83	25.62	6.57						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.97	49.57	22.83	25.62	6.57						
		Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		77.09	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		33.12	33.12								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02									

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Att: 2 Exh: A

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UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Att: 2 Exh: A	
													OSS Rates(\$)	
													SOMECS	SOMAN
						Rec	First	Add'l	First	Add'l				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63				
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12				
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12				
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.19	40.39						
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63				
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12				
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12				
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.12	40.39						
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.16	12.61				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22				
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.12	40.39						
4-WIRE DS1 DIGITAL LOOP														
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53				
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53				
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		8.98	8.98						
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		8.98	8.98						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.07	43.04						
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	22.20	161.56	108.85	67.08	15.56				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.56	161.56	108.85	67.08	15.56				
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	55.99	161.56	108.85	67.08	15.56				
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	22.20	161.56	108.85	67.08	15.56				
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.56	161.56	108.85	67.08	15.56				
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	55.99	161.56	108.85	67.08	15.56				
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL8X	22.20	161.56	108.85	67.08	15.56				
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL8X	31.56	161.56	108.85	67.08	15.56				
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL8X	31.56	161.56	108.85	67.08	15.56				
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL8X	55.99	161.56	108.85	67.08	15.56				
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56				
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56				

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UNBUNDLED NETWORK ELEMENTS - Florida

ATT: 2 EXH: A																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UDL			8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UDL	URES1		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	URES2		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO											
	2-WIRE Unbundled COPPER LOOP					102.11	49.74									
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL												
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.21	42.47								
	4-WIRE COPPER LOOP						9.00	9.00								
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.21	42.47								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		23.02									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.61	44.15								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.11	49.74								
	EEL to UNE-L Retermination, per 4 Wire Unbundled OS1 Loop			USL	UREEL		101.07	43.04								
	UNE LOOP COMMINGLING															
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						

UNBUNDLED NETWORK ELEMENTS - Florida

UNBUNDLED NETWORK ELEMENTS - Florida																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A							
									Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	URES		8.98	8.98								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	URES		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	URES		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.07	43.04								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																
	3 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	URES		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCOD	OCOSL		23.02									
MAINTENANCE OF SERVICE																

DECLASSIFIED

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UNBUNDLED NETWORK ELEMENTS - Florida																				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l								
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)		
														First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCO1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT	80.00	55.00													
	Maintenance of Service Charge, Basic Time, per half hour																			
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCO1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT	90.00	65.00													
	Maintenance of Service Charge, Overtime, per half hour																			
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCO1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT	100.00	75.00													
	Maintenance of Service Charge, Premium, per half hour																			
LOOP MODIFICATION																				
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L	0.00	0.00													
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft. per Unbundled Loop			UHL, UCL, UEA	ULM4L	0.00	0.00													
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT	10.52	10.52													
SUB-LOOPS																				
	Sub-Loop Distribution																			
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA	487.23														
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB	6.25														
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC	169.25														
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD	38.65														

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60					
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60					
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Sub-Loop 2-Wire Intra-Building Network Cable (INC)			UEANL	USBR2	3.96	51.84	13.44	47.50	5.26					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Sub-Loop 4-Wire Intra-Building Network Cable (INC)			UEANL	USBR4	9.37	55.91	17.51	49.71	6.60					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		77.09	0.00							
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		33.12	33.12							
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88							
	Loop Testing - Basic 1st Half Hour			UEF	URET1		48.65	0.00							
	Loop Testing - Basic Additional Half Hour			UEF	URETA		23.95	23.95							
	Unbundled Sub-Loop Modification														
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		10.11	10.11							
	Unbundled Sub-Loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		10.11	10.11							
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		15.58	15.58							
	Unbundled Network Terminating Wire (UNTW)														
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	18.02								
	Network Interface Device (NID)														
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87							
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07							
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63							
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63							
	UNE OTHER, PROVISIONING ONLY - NO RATE														
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECH	0.00	0.00								
	Unbundled Contact Name, Provisioning Only - no rate			NTCD1, USL	CCOSF			0.00							
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOEF			0.00							
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF			0.00							
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX		0.00	0.00							
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE		0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - Florida

UNBUNDLED NETWORK ELEMENTS - Florida																		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A						
												Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
LOOP MAKE-UP																		
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17										
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07										
	Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784										
LINE SPLITTING																		
END USER ORDERING-CENTRAL OFFICE BASED																		
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61												
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61								
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61								
END USER ORDERING - REMOTE SITE LINE SPLITTING																		
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57								
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57								
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57								
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57								
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57								
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57								
PHYSICAL COLLOCATION																		
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58								
VIRTUAL COLLOCATION																		
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00								
UNBUNDLED DEDICATED TRANSPORT																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1LSXX	0.0091												
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03								
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1LSXX	0.0091												
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1LSXX	0.0091												
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03								
	Interoffice Channel - 56 kbps - per mile			U1TDX	1LSXX	0.0091												
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03								
	Interoffice Channel - 64 kbps - per mile			U1TDX	1LSXX	0.0091												
	Interoffice Channel - 64 kbps - Facility Termination			U1TOX	U1TD6	18.44	47.35	31.78	18.31	7.03								
	Interoffice Channel - DS1 - per mile			U1TD1	1LSXX	0.1856												
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05								
	Interoffice Channel - DS3 - per mile			U1TD3	1LSXX	3.87												
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56								
	Interoffice Channel - STS-1 - per mile			U1TS1	1LSXX	3.87												
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56								
UNBUNDLED DARK FIBER - Stand Alone or in Combination																		
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1LSDF	26.85												
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		751.34	193.88										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																		
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																		
	DS3 Unbundled Local Loop - per mile			UE3	1LSND	10.92												
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84								
	STS-1 Unbundled Local Loop - per mile			UDLSX	1LSND	10.92												
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84								
ENHANCED EXTENDED LINK (EELs)																		
Network Elements Used in Combinations																		

UNBUNDLED NETWORK ELEMENTS - Florida

UNBUNDLED NETWORK ELEMENTS - Florida										Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interf	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SDMEC	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	48.00	6.31					
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	48.00	6.31					
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	48.00	6.31					
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	48.00	6.31					
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	48.00	6.31					
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	48.00	6.31					
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.54	48.00	6.31					
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.54	48.00	6.31					
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.54	48.00	6.31					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDC	UDL56	22.20	127.59	60.54	48.00	6.31					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDC	UDL56	31.56	127.59	60.54	48.00	6.31					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDC	UDL56	55.99	127.59	60.54	48.00	6.31					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDC	UDL64	22.20	127.59	60.54	48.00	6.31					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDC	UDL64	31.56	127.59	60.54	48.00	6.31					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDC	UDL64	55.99	127.59	60.54	48.00	6.31					
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45					
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45					
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45					
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.92									
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	386.88	244.42	154.73	67.10	26.27					
	STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	10.92									
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	426.60	244.42	154.73	67.10	26.27					
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0091									
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	25.32	94.70	52.59	45.28	18.03					
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0091									
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	22.58	94.70	52.59	45.28	18.03					
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDC	1L5XX	0.0091									
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDC	U1TD5	18.44	94.70	52.59	45.28	18.03					
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDC	1L5XX	0.0091									
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDC	U1TD6	18.44	94.70	52.59	45.28	18.03					
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1856									
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95					
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	3.87									
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81					
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	3.87									
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	1,056.00	320.00	138.20	38.60	18.81					
ADDITIONAL NETWORK ELEMENTS															
Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF	0.00									
	Clear Channel Capability Super Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF	0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC	184.92	23.82	2.07	0.80						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3	219.09	7.67	0.773	0.00						
	DS1/DS0 Channel System			UNC1X	MO1	146.77	57.28	14.74	1.50	1.34					
	DS3/DS1 Channel System			UNC3X, UNC3X	MO3	211.19	115.60	56.54	12.16	4.26					
	Voice Grade COCI in combination			UNCVX	1D1VG	1.38	6.71	4.84							
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	1.38	6.71	4.84	0.00	0.00					
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	6.71	4.84	0.00	0.00					
	OCU-DP COCI (2.4-64Kbs) in combination			UNCDC	1D1DD	2.10	6.71	4.84	0.00	0.00					
	OCU-DP COCI (2.4-64Kbs) - for Unbundled Digital Loop			UDL	1D1DD	2.10	6.71	4.84	0.00	0.00					
	OCU-DP COCI (2.4-64Kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.10	6.71	4.84	0.00	0.00					
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	3.66	6.71	4.84	0.00	0.00					
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	3.66	6.71	4.84	0.00	0.00					

UNBUNDLED NETWORK ELEMENTS - Florida											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.68	6.71	4.84	0.00	0.00						
	DS1 COCI in combination			UNC1X	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for DS1 Local Loop			USL NTCD1	UC1D1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNC5X, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNC1X	UNCCC		8.98	8.98								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES L		8.98	8.98								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES P		8.98	8.98								
Access to DCS - Customer Reconfiguration (FlexServ)																
	Customer Reconfiguration Establishment						1.63		1.63							
	DS1 DCS Termination with DS0 Switching					27.39	32.89	23.58	16.96	12.77						
	DS1 DCS Termination with DS1 Switching					11.70	25.07	15.76	13.05	8.86						
	DS3 DCS Termination with DS1 Switching					146.81	32.89	23.58	16.96	12.77						
Node (SynchroNet)																
	Node per month			UNCDX	UNCNT	16.35										
Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.07	43.04								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.90	18.90								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNC5X, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
Commingled (UNE part of single bandwidth circuit)																
	Commingled VG COCI			XDV2X	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDV6X	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0091										
	Commingled 2-wire Local Loop Zone 1	1		XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2	2		XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 3	3		XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1	1		XDV6X	UEAL4	18.89	127.59	60.54	48.00	6.31						

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UNBUNDLED NETWORK ELEMENTS - Florida

UNBUNDLED NETWORK ELEMENTS - Florida										Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingle 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.31						
	Commingle 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.31						
	Commingle 56kbps Local Loop Zone 1		1	XDD4X	UDLS6	22.20	127.59	60.54	48.00	6.31						
	Commingle 56kbps Local Loop Zone 2		2	XDD4X	UDLS6	31.56	127.59	60.54	48.00	6.31						
	Commingle 56kbps Local Loop Zone 3		3	XDD4X	UDLS6	55.99	127.59	60.54	48.00	6.31						
	Commingle 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31						
	Commingle 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31						
	Commingle 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31						
	Commingle ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	60.54	48.00	6.31						
	Commingle ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	60.54	48.00	6.31						
	Commingle ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	60.54	48.00	6.31						
	Commingle DS1 COCI			XDH1X	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Commingle DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Commingle DS1 Interoffice Channel Mileage			XDH1X	1LSXX	0.1856										
	Commingle DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74	1.50	1.34						
	Commingle DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingle DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingle DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingle DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingle DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1LSND	10.92										
	Commingle STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Commingle DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
	Commingle DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingle DS3 Interoffice Channel Mileage			HFQC6	1LSXX	3.87										
	Commingle STS-1 Interoffice Channel			HFRST	U1TF5	1,056.00	320.00	138.20	38.60	18.81						
	Commingle STS-1 Interoffice Channel Mileage			HFRST	1LSXX	3.87										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1LSDF	26.85										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								
	UNE to Commingle Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingle Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.000852										
	LNP Service Establishment Manual						13.83	13.83	12.71	12.71						
	LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40						
911 PBX LOCATE																
911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,820.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.14									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.66									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	178.80										
	Service Order Charge			9PBDC	9PBSC		11.90									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

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UNBUNDLED NETWORK ELEMENTS - Georgia														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A					
									Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm														
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"														
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.														
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEK rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEK rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to AT&T.														
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only					SOMEK		3.50	0.00	3.50	0.00			
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only					SOMAN		11.71	0.00	6.13	0.00			
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only Per First 1000 Orders Per Month					SSOSS	SOMGA	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE														
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.														
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day					SDASP		200.00						
ORDER MODIFICATION CHARGE														
	Order Modification Charge (OMC)													
	Order Modification Additional Dispatch Charge (OMCAD)							26.21	0.00	0.00	0.00			
UNBUNDLED EXCHANGE ACCESS LOOP														
	2-WIRE ANALOG VOICE GRADE LOOP							150.00	0.00	0.00	0.00			
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.08	39.98	9.98	5.61	1.72				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.43	39.98	9.98	5.61	1.72				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	35.09	39.98	9.98	5.61	1.72				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.08	39.98	9.98	5.61	1.72				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17.43	39.98	9.98	5.61	1.72				
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	35.09	39.98	9.98	5.61	1.72				
	Tag Loop at End User Premise			UEANL	URETL	8.92	0.88							
	Loop Testing - Basic 1st Half Hour			UEANL	URET1	26.64	0.00							
	Loop Testing - Basic Additional Half Hour			UEANL	URETA	15.15	15.15							

Version: 2Q07 Std ICA 94/26/07

Version: 2Q07 Std ICA 04/26/07

UNBUNDLED NETWORK ELEMENTS - Georgia																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	Rec	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Art: 2 Exh: A			
							Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st			
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		18.90	18.90	5.61	1.72						
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		57.73									
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		7.29	7.29								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.75	8.92	5.61	1.72						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		39.98	9.98	5.61	1.72						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		18.90	18.90								
2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED																
	2 Wire Unbundled Copper Loop Non-Designed- Zone 1		1	UEQ	UEQ2X	11.02	44.69	22.40								
	2 Wire Unbundled Copper Loop Non-Designed- Zone 2		2	UEQ	UEQ2X	12.72	44.69	22.40								
	2 Wire Unbundled Copper Loop Non-Designed- Zone 3		3	UEQ	UEQ2X	20.22	44.69	22.40								
	Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		15.15	15.15								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		18.90	18.90								
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		7.29	7.29								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.25	7.42								
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.69	22.40								
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		18.90	18.90								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13.32	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	18.66	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.33	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.32	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	18.66	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.33	79.78	24.62	18.90	7.86						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	URES		6.54	6.54								
	Loop Tagging - Service Level 2 (SL2)			UEA	UREWO		87.72	36.36								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	URETL		11.19	1.10								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPN		79.78	24.62								
				UEA	UREPM		0.00	0.00								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.04	92.92	28.14	19.50	8.12						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	24.49	92.92	28.14	19.50	8.12						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	33.40	92.92	28.14	19.50	8.12						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	URES		6.54	6.54								
				UEA	UREWO		87.72	36.36								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.89	180.06	35.25	18.23	6.97						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.27	180.06	35.25	18.23	6.97						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	40.17	180.06	35.25	18.23	6.97						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		120.98	33.04								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																

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UNBUNDLED NETWORK ELEMENTS - Georgia

UNBUNDLED NETWORK ELEMENTS - Georgia										Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.23	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.97	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.62	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.23	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	12.97	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	20.62	44.69	31.55	0.00	0.00						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		44.69	29.29								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.09	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.48	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.09	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.48	44.69	31.55	0.00	0.00						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		44.69	31.55								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.39	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.00	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.07	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.39	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.00	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.07	44.69	31.55	0.00	0.00						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		44.69	31.55								
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	49.41	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	52.55	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	68.40	211.72	72.42	38.20	7.19						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.91	42.97								
	271 - 4-Wire DS1 Digital Loop - Zone 1		1	USL	271UC	85.97	211.72	72.42	38.20	7.19						
	271 - 4-Wire DS1 Digital Loop - Zone 2		2	USL	271UC	81.27	211.72	72.42	38.20	7.19						
	271 - 4-Wire DS1 Digital Loop - Zone 3		3	USL	271UC	128.28	211.72	72.42	38.20	7.19						
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	42.38	196.47	36.96	18.80	7.19						

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UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	42.38	196.47	36.96	18.80	7.19						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES	6.54	6.54									
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP	6.54	6.54									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO	101.95	49.66									
2-WIRE UNBUNDLED COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	22.07	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.88	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	22.07	44.69	31.55	0.00	0.00						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	18.90	18.90									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO	44.69	31.55									
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	30.55	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	30.55	44.69	31.55	0.00	0.00						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	18.90	18.90									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO	44.69	31.55									
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL	57.73										
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL	79.85	24.65									
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL	79.85	24.65									
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL	120.98	33.02									
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL	101.95	49.66									
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL	100.91	42.97									
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																

UNBUNDLED NETWORK ELEMENTS - Georgia															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1
						Rec	Nonrecurring		Nonrecurring Disconnect		SOMECS	SOMAN	OSS Rates(\$)		
							First	Add1	First	Add1			SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	13.32	79.78	24.62	18.90	7.86					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	18.66	79.78	24.62	18.90	7.86					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.33	79.78	24.62	18.90	7.86					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	13.32	79.78	24.62	18.90	7.86					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	18.66	79.78	24.62	18.90	7.86					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.33	79.78	24.62	18.90	7.86					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		6.54	6.54							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		6.54	6.54							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	URES		6.54	6.54							
	Loop Tagging - Service Level 2 (SL2)			NTCVG	UREWO		87.72	36.36							
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.19	1.10							
4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	21.04	92.92	28.14	19.50	8.12					
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	24.49	92.92	28.14	19.50	8.12					
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	33.40	92.92	28.14	19.50	8.12					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		6.54	6.54							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		6.54	6.54							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	URES		6.54	6.54							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36							
4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	49.41	211.72	72.42	38.20	7.19					
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	52.55	211.72	72.42	38.20	7.19					
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	68.40	211.72	72.42	38.20	7.19					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		6.54	6.54							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		6.54	6.54							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	URES		6.54	6.54							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.91	42.97							
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	25.81	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.54	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	42.38	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	25.81	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.54	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	42.38	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	25.81	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.54	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	42.38	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	25.81	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.54	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	42.38	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	25.81	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.54	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	42.38	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	25.81	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.54	196.47	36.96	18.80	7.19					
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	42.38	196.47	36.96	18.80	7.19					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		6.54	6.54							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES		6.54	6.54							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	URES		6.54	6.54							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.95	49.66							

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UNBUNDLED NETWORK ELEMENTS - Georgia										Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTC D1	QCOSL		57.73								
End-to-End Testing																
MAINTENANCE OF SERVICE																
		Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC D1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00							
		Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC D1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00							
		Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC D1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00							
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18K ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		29.97								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		68.11								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		17.91								
SUB-LOOPS																
Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		255.51								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		7.29								

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UNBUNDLED NETWORK ELEMENTS - Georgia

UNE SUB NETWORK ELEMENTS - Georgia										Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		174.92									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		51.56									
	Unbundled Sub-Loops, Riser Cable, 2-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRC	3.71	28.43	3.85	2.20	0.01						
	Unbundled Sub-Loops, Riser Cable, 4-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRD	7.90	31.04	4.79	2.27	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.45	28.43	3.85	2.20	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.18	28.43	3.85	2.20	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	21.46	28.43	3.85	2.20	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.91	31.04	4.79	2.27	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.98	31.04	4.79	2.27	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	20.32	31.04	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.71	28.43	3.85	2.20	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	7.90	31.04	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URET2		15.15	15.15								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.88	28.43	3.85	2.20	0.01						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.32	28.43	3.85	2.20	0.01						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.26	28.43	3.85	2.20	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		18.90	18.90								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.55	31.04	4.79	2.27	0.01						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.12	31.04	4.79	2.27	0.01						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	10.26	31.04	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		18.90	18.90								
	Loop tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URET2		15.15	15.15								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load			UEF	ULM2X		0.00	0.00								
	Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load			UEF	ULM4X		0.00	0.00								
	Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Removal of bridge Tap, per unbundled loop			UEF	ULMBT		0.00	0.00								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.5325	25.10	12.27								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		32.82	20.67								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		55.97	43.82								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		2.45	2.45								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		2.45	2.45								
	UNE OTHER, PROVISIONING ONLY - NO RATE															

UNBUNDLED NETWORK ELEMENTS - Georgia											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECH	0.00	0.00									
	Unbundled Contact Name - Provisioning Only - no rate			USL, NTCDD1	CCOSF		0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate															
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCDD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		15.18	15.18								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		19.83	19.83								
	Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.823	0.823								
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.0197	34.43	22.35	10.38	7.34						
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.0188	34.43	22.35	10.38	7.34						
END USER ORDERING - REMOTE SITE LINE SPLITTING																
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	57.13	23.12	7.11	7.11						
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		54.10	21.46								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	6.52	28.46	3.85	2.20	0.01						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	10.18	28.46	3.85	2.20	0.01						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	19.51	28.46	3.85	2.20	0.01						
UNE Loop Rates for Line Splitting (In Ga, PSC ordered the line splitting loop USOCs match the lower port-loop combo rates UEPLX)																
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1		1	UEPSR UEPSB	UEALS	10.98	10.04	7.35	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1		1	UEPSR UEPSB	UEABS	10.98	10.04	7.35	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2		2	UEPSR UEPSB	UEALS	16.30	10.04	7.35	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2		2	UEPSR UEPSB	UEABS	16.30	10.04	7.35	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 3		3	UEPSR UEPSB	UEALS	34.73	10.04	7.35	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 3		3	UEPSR UEPSB	UEABS	34.73	10.04	7.35	1.37	1.28						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0202	0.00	0.00								
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0192	0.00	0.00	0.00	0.00						
LINE SHARING																
NOTE: The Line Sharing monthly recurring rates for all installations completed on or after October 02, 2003 shall be billed as follows:																
SPLITTERS-CENTRAL OFFICE BASED																
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	117.18	243.66	0.00	90.11	0.00						
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	29.30	243.66	0.00	90.11	0.00						
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	9.77	243.66	0.00	90.11	0.00						
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		72.34	0.00	68.76	0.00						
LINE SHARING																
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																
	Line Sharing - per Line Activation (AT&T Owned splitter)			ULS	ULSDC	0.61	10.51	7.70	7.00	4.20						
	Line Sharing - per Line Activation (AT&T Owned splitter)			ULS	ULSDT	6.50	24.53	0.00	12.26	0.00						
	Line Sharing - per Subsequent Activity per Line Rearrangement(AT&T Owned Splitter			ULS	ULSDS		48.91	17.86	22.87	2.28						

UNBUNDLED NETWORK ELEMENTS - Georgia											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	
	Line Sharing - per Subsequent Activity per Line Rearrangement(AT&T Owned Splitter)			ULS	ULSCS		36.23	13.23	16.94	1.69						
	Line Sharing - per Line Activation (DLEC owned Splitter)			ULS	ULSCC		29.88	16.28	12.08	7.34						
	Line Sharing - per Line Activation (DLEC owned Splitter)			ULS	ULSCT		29.88	16.28	12.08	7.34						
REMOTE SITE HIGH FREQUENCY SPECTRUM																
SPLITTERS-REMOTE SITE																
	Remote Site Line Share AT&T Owned Splitter, 24 Port			ULS	ULSRB	31.64	90.65		64.74							
	Remote Site Line Share Line Activationfor End User Served at RS, AT&T Splitter			ULS	ULSRT		43.54	17.28	6.82	3.82						
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation			ULS	ULSTG		75.02		47.17							
MAINTENANCE																
	No Trouble Found - per 1/2 hour increments - Basic						80.00	0.00								
	No Trouble Found - per 1/2 hour increments - Overtime						120.00	0.00								
	No Trouble Found - per 1/2 hour increments - Premium						160.00	0.00								
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1LSXX	0.0059										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	13.15	48.41	19.46	16.56	4.99						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1LSXX	0.0059										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	13.15	48.41	19.46	16.56	4.99						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1LSXX	0.0059										
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	11.01	48.41	19.46	16.56	4.99						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1LSXX	0.0059										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	8.00	48.41	19.46	16.56	4.99						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1LSXX	0.0059										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	8.00	48.41	19.46	16.56	4.99						
	Interoffice Channel - DS1 - per mile			U1TD1	1LSXX	0.1199										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	34.93	110.92	80.20	31.33	21.71						
	Interoffice Channel - DS3 - per mile			U1TD3	1LSXX	2.63										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	349.42	320.16	86.24	66.71	52.76						
	Interoffice Channel - STS-1 - per mile			U1TS1	1LSXX	2.63										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	366.43	320.16	86.24	66.71	52.76						
UNBUNDLED DARK FIBER																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1LSDF	24.17										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,774.79	89.66	73.57	18.69						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																
	DS3 Unbundled Local Loop - per mile			UE3	1LSND	11.40										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	258.44	1,751.51	131.77	112.80	75.81						
	STS-1 Unbundled Local Loop - per mile			UDLSX	1LSND	11.40										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	349.42	1,751.51	131.77	112.80	75.81						
ENHANCED EXTENDED LINK (EELS)																
Network Elements Used in Combinations																
	2-Wire VG Loop (SL2) in Combination - Zone 1	1		UNCVX	UEAL2	13.32	195.75	36.35	18.40	6.86						
	2-Wire VG Loop (SL2) in Combination - Zone 2	2		UNCVX	UEAL2	18.66	195.75	36.35	18.40	6.86						
	2-Wire VG Loop (SL2) in Combination - Zone 3	3		UNCVX	UEAL2	36.33	195.75	36.35	18.40	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1	1		UNCVX	UEAL4	21.04	195.75	36.35	18.40	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2	2		UNCVX	UEAL4	24.49	195.75	36.35	18.40	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3	3		UNCVX	UEAL4	33.40	195.75	36.35	18.40	6.86						
	2-Wire ISDN Loop in Combination - Zone 1	1		UNCNX	U1L2X	22.73	195.75	36.35	18.40	6.86						
	2-Wire ISDN Loop in Combination - Zone 2	2		UNCNX	U1L2X	29.11	195.75	36.35	18.40	6.86						
	2-Wire ISDN Loop in Combination - Zone 3	3		UNCNX	U1L2X	46.42	195.75	36.35	18.40	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1	1		UNCDX	UDL56	25.81	195.75	36.35	18.40	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2	2		UNCDX	UDL56	31.54	195.75	36.35	18.40	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3	3		UNCDX	UDL56	42.38	195.75	36.35	18.40	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1	1		UNCDX	UDL64	25.81	195.75	36.35	18.40	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2	2		UNCDX	UDL64	31.54	195.75	36.35	18.40	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3	3		UNCDX	UDL64	42.38	195.75	36.35	18.40	6.86						
	4-Wire DS1 Digital Loop in Combination - Zone 1	1		UNC1X	USLXX	49.41	209.25	70.37	37.87	6.86						

UNBUNDLED NETWORK ELEMENTS - Georgia

ADDITIONAL NETWORK ELEMENTS - Georgia						Alt: 2 Exh: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	52.55	209.25	70.37	37.87	6.86					
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	68.40	209.25	70.37	37.87	6.86					
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	11.40									
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	258.44	1,259.23	628.22	41.49	20.74					
	STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	11.40									
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	349.42	1,259.23	628.22	41.49	20.74					
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0059									
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	13.15	66.47	33.57	43.38	27.57					
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0059									
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	10.78	66.47	33.57	43.38	27.57					
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNC3X	1L5XX	0.0059									
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNC3X	U1TD5	8.00	66.47	33.57	43.38	27.57					
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNC3X	1L5XX	0.0059									
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNC3X	U1TD6	8.00	66.47	33.57	43.38	27.57					
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1199									
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	34.93	87.67	45.69	43.76	27.95					
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.63									
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	349.42	325.59	76.99	49.51	32.85					
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	2.63									
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	366.43	325.59	76.99	49.51	32.85					
ADDITIONAL NETWORK ELEMENTS															
Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1		I	U1TD1, ULDD1, UNC1X	CCOEF		0.00								
	Clear Channel Capability Super Frame Option - per DS1		I	U1TD1, ULDD1, UNC1X	CCOSF		0.00								
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1		I	U1TD1, ULDD1, UNC1X, USL	NRCCC		184.62	23.78	2.03	0.79					
	C-bit Parity Option - Subsequent Activity - per DS3		I	U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.74	7.66	0.7591	0.00					
	DS1/DS0 Channel System			UNC1X	MQ1	71.23	86.01	0.00	0.00	0.00					
	DS3/DS1 Channel System			UNC3X, UNC3X	MQ3	124.39	0.00	0.00	0.00	0.00					
	Voice Grade COCI in combination			UNCVX	1D1VG	0.479	27.30	2.90	16.85	1.04					
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.479	27.30	2.90	16.85	1.04					
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.479	27.30	2.90	16.85	1.04					
	OCU-DP COCI (2.4-64kbs) in combination			UNC3X	1D1DD	1.02	27.30	2.90	16.85	1.04					
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.02	27.30	2.90	16.85	1.04					
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.02	27.30	2.90	16.85	1.04					
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.70	27.30	2.90	16.85	1.04					
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.70	27.30	2.90	16.85	1.04					
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.70	27.30	2.90	16.85	1.04					
	DS1 COCI in combination			UNC1X	UC1D1	7.50	27.30	2.90	16.85	1.04					
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	7.50	27.30	2.90	16.85	1.04					
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	7.50	27.30	2.90	16.85	1.04					
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	7.50	27.30	2.90	16.85	1.04					
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	7.50	27.30	2.90	16.85	1.04					
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNC3X, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNC3X	UNCCC	5.69	5.69	6.60	6.60						

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UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TD0X, U1TD1, U1TD3, U1TS1, UDF, UE3	URES1		5.69	5.69	6.60	6.60						
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TD0X, U1TD1, U1TD3, U1TS1, UDF, UE3	URES2		5.69	5.69	6.60	6.60						
Access to DCS - Customer Reconfiguration (FlexServ)																
	Customer Reconfiguration Establishment						1.40		1.63							
	DS1 DCS Termination with DS0 Switching					20.08	24.87	18.91	15.02	11.94						
	DS1 DCS Termination with DS1 Switching					7.24	18.16	12.19	11.13	8.05						
	DS3 DCS Termination with DS1 Switching					128.34	24.87	18.91	15.02	11.94						
Node (SynchroNet)																
	Node per month															
Service Rearrangements																
				UNC0X	UNCNT	13.98										
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TD0X, U1TUC, U1TU0, U1TUB, ULDOVX, ULDDX, UNC0X, UNC1X	URETD		100.91	42.97								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TD0X, U1TUC, U1TU0, U1TUB, ULDOVX, ULDDX, UNC0X, UNC1X	URETB		3.68	3.68								
COMMINGLING	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.89	18.89								
				UNC0X, UNC0X, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TD0X, U1TUB, ULDOVX, ULDD1, ULDD3, UDLS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingling Authorization															
Commingled (UNE part of single bandwidth circuit and interfaces)																
	Commingled VG COCI			XDV2X	1D1VG	0.479	27.30	2.90	16.85	1.04						
	Commingled Digital COCI			XDV6X	1D1DD	1.02	27.30	2.90	16.85	1.04						
	Commingled ISDN COCI			XDD4X	UC1CA	1.70	27.30	2.90	16.85	1.04						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	13.15	66.47	33.57	43.38	27.57						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	10.78	66.47	33.57	43.38	27.57						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	8.00	66.47	33.57	43.38	27.57						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	8.00	66.47	33.57	43.38	27.57						
	Commingled VG/ISDN Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0059										
	Commingled 2-wire Local Loop Zone 1	1		XDV2X	UEAL2	13.32	195.75	36.35	18.40	6.86						
	Commingled 2-wire Local Loop Zone 2	2		XDV2X	UEAL2	18.66	195.75	36.35	18.40	6.86						
	Commingled 4-wire Local Loop Zone 1	3		XDV2X	UEAL2	36.33	195.75	36.35	18.40	6.86						
	Commingled 4-wire Local Loop Zone 2	1		XDV6X	UEAL4	21.04	195.75	36.35	18.40	6.86						
	Commingled 4-wire Local Loop Zone 3	2		XDV6X	UEAL4	24.49	195.75	36.35	18.40	6.86						
	Commingled 56kbps Local Loop Zone 1	3		XDV6X	UEAL4	33.40	195.75	36.35	18.40	6.86						
	Commingled 56kbps Local Loop Zone 2	1		XDD4X	UDL56	25.81	195.75	36.35	18.40	6.86						
	Commingled 56kbps Local Loop Zone 3	2		XDD4X	UDL56	31.54	195.75	36.35	18.40	6.86						
	Commingled 64kbps Local Loop Zone 1	3		XDD4X	UDL56	42.38	195.75	36.35	18.40	6.86						
	Commingled 64kbps Local Loop Zone 2	1		XDD4X	UDL64	25.81	195.75	36.35	18.40	6.86						
	Commingled 64kbps Local Loop Zone 3	2		XDD4X	UDL64	31.54	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 1	3		XDD4X	UDL64	42.38	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 2	1		XDD4X	U1L2X	22.73	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 3	2		XDD4X	U1L2X	29.11	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 3	3		XDD4X	U1L2X	46.42	195.75	36.35	18.40	6.86						
	Commingled DS1 COCI			XDH1X	UC1D1	7.50	27.30	2.90	16.85	1.04						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	34.93	87.67	45.69	43.76	27.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1199										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	71.23	86.01	0.00	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interum	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A			
													Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add1	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add1
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
						First	Add1	First	Add1	SOME C	SOMAN	SOMAN	SOMAN	SOMAN		
	Commingle d DS1 Local Loop Zone 1		1	XDH1X	USLXX	49.41	209.25	70.37	37.87	6.86						
	Commingle d DS1 Local Loop Zone 2		2	XDH1X	USLXX	52.55	209.25	70.37	37.87	6.86						
	Commingle d DS1 Local Loop Zone 3		3	XDH1X	USLXX	68.40	209.25	70.37	37.87	6.86						
	Commingle d DS3 Local Loop			HFQC6	UE3PX	258.44	1,751.51	131.77	112.80	75.81						
	Commingle d DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1LSND	11.40										
	Commingle d STS-1 Local Loop			HFRST	UDLS1	349.42	1,751.51	131.77	112.80	75.81						
	Commingle d DS3/DS1 Channel System			HFQC6	MO3	124.39	0.00	0.00	0.00	0.00						
	Commingle d DS3 Interoffice Channel			HFQC6	U1TF3	349.42	325.59	76.99	49.51	32.85						
	Commingle d DS3 Interoffice Channel Mileage			HFQC6	1LSXX	2.63										
	Commingle d STS-1 Interoffice Channel			HFRST	U1TFS	366.43	325.59	76.99	49.51	32.85						
	Commingle d STS-1 Interoffice Channel Mileage			HFRST	1LSXX	2.63										
	Commingle d Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1LSDF	24.17										
	Commingle d Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		1,774.79	89.66	73.57	18.69						
	UNE to Commingle d Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingle d Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
271 DS1 LOOP																
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	271CX	271UC	85.97	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 2		2	271CX	271UC	81.27	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 3		3	271CX	271UC	128.28	211.72	72.42	38.20	7.19						
	Central Office Interface Channel			271CX	271UC	9.50	27.30	2.90	16.85	1.04						
	Switch As Is conversion - single LSR			271CX	URES L		6.54	6.54								
	Switch As Is conversion - Spreadsheet			271CX	URES P		6.54	6.54								
	Extended Superframe			271CX	CCOEF		0.00									
	Superframe			271CX	CCOSF		0.00									
	Order Coordination Time Specific			271CX	CCOSL	25.00										
	Contact Name			271CX	UNECN		0.00									
LNP Query Service																
	LNP Charge Per query					0.0008227										
	LNP Service Establishment Manual						12.47		11.07							
	LNP Service Provisioning with Point Code Establishment						574.31	293.39	251.23	184.73						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,825.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.67									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		536.23									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	176.96										
	Service Order Charge			9PBDC	9PBSC		11.73									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
GA 271																
	DS1 Interoffice Channel Facility Termination (271 standalone)			U1TD1	271UA	44.04	110.92	80.20	31.33	21.71						
	DS1 Interoffice Channel per mile (271 standalone)			U1TD1	1LSUB	0.1417										
	DS3 Interoffice Channel Facility Termination (271 standalone)			U1TD3	271NA	440.53	320.16	86.24	66.71	52.76						
	DS3 Interoffice Channel per mile (271 standalone)			U1TD3	1LSNB	3.11										
	DS3 Local Loop Facility Termination (271 standalone)			UE3	271NC	323.53	1,751.51	131.77	112.80	75.81						
	DS3 Local Loop per mile (271 standalone)			UE3	1LSNG	13.47										
	DS1 Interoffice Channel Facility Termination (271 part combination)			UNC1X	271UA	44.04	110.92	80.20	31.33	21.71						
	DS1 Interoffice Channel per mile (271 part in combination)			UNC1X	1LSUB	0.1417										
	DS3 Interoffice Channel Facility Termination (271 part in combination)			UNC3X	271NA	440.53	320.16	86.24	66.71	52.76						
	DS3 Interoffice Channel per mile (271 part in combination)			UNC3X	1LSNB	3.11										
	DS3/DS1 Channel System (271 part in combination)			UNC3X	271BS	157.48	0.00	0.00	0.00	0.00						
	DS3 Local Loop Facility Termination (271 part in combination)			UNC3X	271NC	323.53	1,751.51	131.77	112.80	75.81						
	DS3 Local Loop per mile (271 part in combination)			UNC3X	1LSNG	13.47										
	DS1 Local Loop in combination (271 part in combination)		1	UNC1X	271UC	85.97	209.25	70.37	37.87	6.86						
	DS1 Local Loop in combination (271 part in combination)		2	UNC1X	271UC	81.27	209.25	70.37	37.87	6.86						
	DS1 Local Loop in combination (271 part in combination)		3	UNC1X	271UC	128.28	209.25	70.37	37.87	6.86						
	DS1 COCI (271 part in combination)			UNC1X	271UC	9.50	27.30	2.90	16.85	1.04						

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UNBUNDLED NETWORK ELEMENTS - Georgia											Att: 2 Exh: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)	
							First	Add'l	First	Add'l	SOMEc	SOMAN
											SOMAN	SOMAN
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.											

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UNBUNDLED NETWORK ELEMENTS - Kentucky											Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																	
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																	
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to AT&T.																	
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only						SOME C		3.50	0.00	3.50	0.00					
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only						SOMAN		7.85	0.00	0.99	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																	
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																	
						UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULG, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDL5X, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCOX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD1	SDASP		200.00								
ORDER MODIFICATION CHARGE																	
	Order Modification Charge (OMC)								33.37	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)								150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1			1	UEANL	UEAL2		10.56	46.66	22.57	26.65	7.65					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2			2	UEANL	UEAL2		15.34	46.66	22.57	26.65	7.65					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3			3	UEANL	UEAL2		31.11	46.66	22.57	26.65	7.65					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1			1	UEANL	UEASL		10.56	46.66	22.57	26.65	7.65					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2			2	UEANL	UEASL		15.34	46.66	22.57	26.65	7.65					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3			3	UEANL	UEASL		31.11	46.66	22.57	26.65	7.65					
	Tag Loop at End User Premise				UEANL	URETL			8.93	0.88							
	Loop Testing - Basic 1st Half Hour				UEANL	URET1			46.88	0.00							
	Loop Testing - Basic Additional Half Hour				UEANL	URETA			24.16	24.16							
	Manual Order Coordination for UVL-SL1s (per loop)				UEANL	UEAMC			9.00	9.00							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)				UEANL	OCOSL			23.01	23.01							

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UNBUNDLED NETWORK ELEMENTS - Kentucky											Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49	13.49							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	26.65	7.65					
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		46.66	22.57	26.65	7.65					
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		9.00	9.00							
2-WIRE UNBUNDLED COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65					
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65					
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65					
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88							
	Loop Testing - Basic, 1st Half Hour			UEQ	URET1		46.88	0.00							
	Loop Testing - Basic, Additional Half Hour			UEQ	URETA		24.16	24.16							
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00							
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49	13.49							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	25.64	6.65					
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.97	20.89	25.64	6.65					
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		9.00	9.00							
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	33.22	134.89	81.87	73.65	14.88					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.67	134.89	81.87	73.65	14.88					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.45	134.89	81.87	73.65	14.88					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.22	134.89	81.87	73.65	14.88					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		24.96	3.52							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES2		26.44	5.01							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36							
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10							
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		134.89	81.87							
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00							
4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	29.26	164.11	112.36	78.91	18.66					
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66					
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	85.06	164.11	112.36	78.91	18.66					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		24.96	3.52							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES2		26.44	5.01							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36							
2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	18.44	146.77	95.02	71.38	13.83					
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83					
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.38	13.83					
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.63	44.16							
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47					

UNBUNDLED NETWORK ELEMENTS - Kentucky											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.20	40.40								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	130.74	78.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.56	130.74	78.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.61	130.74	78.56	69.09	11.54						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	164.95	114.04	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.68	164.95	114.04	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.98	164.95	114.04	77.32	15.80						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	86.47	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	114.10	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	297.76	306.69	174.44	65.83	14.55						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES1		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES2		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.09	43.04								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	32.48	157.81	106.06	78.91	18.66						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	36.37	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.59	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.59	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		24.96	3.52									
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES		26.44	5.01									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.13	49.75									
2-WIRE Unbundled COPPER LOOP																	
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54							
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54							
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54							
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54							
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54							
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.87	120.15	67.97	69.09	11.54							
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00									
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48									
4-WIRE COPPER LOOP																	
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.92	170.31	108.06	74.95	14.69							
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69							
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.10	170.31	108.06	74.95	14.69							
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69							
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69							
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69							
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48									
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		23.01										
Rearrangements																	
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36									
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36									
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.63	44.16									
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75									
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.04									
UNE LOOP COMMINGLING																	
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.67	134.89	81.87	73.65	14.88							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.45	134.89	81.87	73.65	14.88							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	33.22	134.89	81.87	73.65	14.88							

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UNBUNDLED NETWORK ELEMENTS - Kentucky											Alt: 2 Exh: A											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.67	134.89	81.87	73.65	14.88												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.45	134.89	81.87	73.65	14.88												
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	33.22	134.89	81.87	73.65	14.88												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES L		24.96	3.52														
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES P		26.44	5.01														
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36														
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10														
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																					
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	29.26	164.11	112.36	78.91	18.66												
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	34.25	164.11	112.36	78.91	18.66												
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	85.06	164.11	112.36	78.91	18.66												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES L		24.96	3.52														
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES P		26.44	5.01														
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36														
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING																					
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	86.47	306.69	174.44	65.83	14.55												
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	114.10	306.69	174.44	65.83	14.55												
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	297.76	306.69	174.44	65.83	14.55												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES L		24.96	3.52														
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES P		26.44	5.01														
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.09	43.04														
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																					
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	27.59	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	32.48	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	36.37	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.59	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	32.48	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	36.37	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.59	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	32.48	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	36.37	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.59	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	32.48	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	36.37	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.59	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	32.48	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	36.37	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.59	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	32.48	157.81	106.06	78.91	18.66												
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	36.37	157.81	106.06	78.91	18.66												
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES L		24.96	3.52														
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES P		26.44	5.01														
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		192.13	49.75														
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD1	OCOSL		23.01															
MAINTENANCE OF SERVICE																						

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UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A							
									Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft. per Unbundled Loop			UHL, UCL, UEA	ULM4L		9.24	9.24								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.47	10.47								
SUB-LOOPS																
Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set- Up			UEANL, UEF	USBSA		207.91	207.91								
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		12.50	12.50								
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		80.87	80.87								
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set- Up			UEANL	USBSD		45.04	45.04								

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UNBUNDLED NETWORK ELEMENTS - Kentucky

UNBUNDLED NETWORK ELEMENTS - Kentucky											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.57	68.35	22.36	59.81	7.90						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.98	76.49	30.51	65.24	10.88						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		46.88	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		46.88	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		24.16	24.16								
Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		5.23	5.23								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		5.23	5.23								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		7.97	7.97								
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair			UNTW	UNPP	0.53	23.51	23.51								
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UNTW	UND12		73.53	49.47								
	Network Interface Device (NID) - 1-6 lines			UNTW	UND16		115.96	91.91								
	Network Interface Device Cross Connect - 2 W			UNTW	UNDC2		8.56	8.56								
	Network Interface Device Cross Connect - 4W			UNTW	UNDC4		8.56	8.56								
UNE OTHER, PROVISIONING ONLY - NO RATE																
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEL, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECN	0.00	0.00									
	Unbundled Contact Name, Provisioning Only - no rate			USL, NTCDD1	CCOSF		0.00	0.00								
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1	CCOEF		0.00	0.00								
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCDD1	CCOEF		0.00	0.00								
	NID - Dispatch and Service Order for NID installation			UNTW	UNDBX		0.00	0.00								
	UNTW Circuit Establishment, Provisioning Only - No Rate			UNTW	UENCE		0.00	0.00								

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UNBUNDLED NETWORK ELEMENTS - Kentucky											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		23.40	23.40								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		24.85	24.85								
	Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.67	0.67								
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	37.02	21.20	21.10	9.87						
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87						
END USER ORDERING - REMOTE SITE LINE SPLITTING																
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	56.73	22.96	7.20	7.20						
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		53.73	21.31								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEALS	10.56	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEABS	10.56	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 2		2	UEPSR UEPSB	UEALS	15.34	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 2		2	UEPSR UEPSB	UEABS	15.34	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3		3	UEPSR UEPSB	UEALS	31.11	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3		3	UEPSR UEPSB	UEABS	31.11	46.66	22.57	26.65	7.65						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	6.34	85.03	39.05	59.81	7.90						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	9.06	85.03	39.05	59.81	7.90						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	14.82	85.03	39.05	59.81	7.90						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0333	24.68	23.68	12.14	10.95						
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0309	24.68	23.68	12.14	10.95						
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.01										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.01										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.01										
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0115										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	20.97	47.34	31.78	22.77	8.75						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0115										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	20.97	47.34	31.78	22.77	8.75						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.23										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	96.04	105.52	98.46	23.09	20.49						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.97										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,175.15	335.40	219.24	89.57	87.75						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.97										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TF5	1,149.51	335.40	219.24	89.57	87.75						
UNBUNDLED DARK FIBER																

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UNBUNDLED NETWORK ELEMENTS - Kentucky														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof				UDF, UDFCX	1L5DF	30.74									
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof				UDF, UDFCX	UDF14		732.53	192.67	377.27	241.67					
HGH CAPACITY UNBUNDLED LOCAL LOOP																	
		DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
		DS3 Unbundled Local Loop - per mile				UE3	1LSND	9.25									
		DS3 Unbundled Local Loop - Facility Termination				UE3	UE3PX	308.31	551.38	338.08	173.00	120.42					
		STS-1 Unbundled Local Loop - per mile				UDLSX	1LSND	9.25									
		STS-1 Unbundled Local Loop - Facility Termination				UDLSX	UDLS1	320.51	551.38	338.08	173.00	120.42					
ENHANCED EXTENDED LINK (EELs)																	
		Network Elements Used in Combinations															
		2-Wire VG Loop (SL2) in Combination - Zone 1		1		UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84					
		2-Wire VG Loop (SL2) in Combination - Zone 2		2		UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84					
		2-Wire VG Loop (SL2) in Combination - Zone 3		3		UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84					
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1		UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84					
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2		UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84					
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3		UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84					
		2-Wire ISDN Loop in Combination - Zone 1		1		UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84					
		2-Wire ISDN Loop in Combination - Zone 2		2		UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84					
		2-Wire ISDN Loop in Combination - Zone 3		3		UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84					
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1		UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84					
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2		UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84					
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3		UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84					
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1		UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84					
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2		UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84					
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3		UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84					
		4-Wire DS1 Digital Loop in Combination - Zone 1		1		UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97					
		4-Wire DS1 Digital Loop in Combination - Zone 2		2		UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97					
		4-Wire DS1 Digital Loop in Combination - Zone 3		3		UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97					
		DS3 Local Loop in combination - per mile				UNC3X	1LSND	9.25									
		DS3 Local Loop in combination - Facility Termination				UNC3X	UE3PX	308.31	237.36	147.69	83.43	32.67					
		STS-1 Local Loop in combination - per mile				UNC3X	1LSND	9.25									
		STS-1 Local Loop in combination - Facility Termination				UNC3X	UDLS1	320.51	237.36	147.69	83.43	32.67					
		Interoffice Channel in combination - 2-wire VG - per mile				UNCVX	1LSXX	0.01									
		Interoffice Channel in combination - 2-wire VG - Facility Termination				UNCVX	U1TV2	23.95	98.09	53.67	56.31	22.42					
		Interoffice Channel in combination - 4-wire VG - per mile				UNCVX	1LSXX	0.01									
		Interoffice Channel in combination - 4-wire VG - Facility Termination				UNCVX	U1TV4	21.28	98.09	53.67	56.31	22.42					
		Interoffice Channel in combination - 4-wire 56 kbps - per mile				UNCDX	1LSXX	0.01									
		Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination				UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42					
		Interoffice Channel in combination - 4-wire 64 kbps - per mile				UNCDX	1LSXX	0.01									
		Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination				UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42					
		Interoffice Channel in combination - DS1 - per mile				UNC1X	1LSXX	0.19									
		Interoffice Channel in combination - DS1 Facility Termination				UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32					
		Interoffice Channel in combination - DS3 - per mile				UNC3X	1LSXX	4.09									
		Interoffice Channel in combination - DS3 - Facility Termination				UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39					
		Interoffice Channel in combination - STS-1 - per mile				UNC3X	1LSXX	4.09									
		Interoffice Channel in combination - STS-1 Facility Termination				UNC3X	U1TF5	945.79	350.56	141.58	48.00	23.39					
ADDITIONAL NETWORK ELEMENTS																	
		Optional Features & Functions:															
		Clear Channel Capability Extended Frame Option - per DS1		I		U1TD1, ULDD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00					
		Clear Channel Capability Super Frame Option - per DS1		I		U1TD1, ULDD1, UNC1X	CCOSF		0.00	0.00	0.00	0.00					
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1		I		U1TD1, ULDD1, UNC1X, USL	NRCCC		184.91	23.82	1.99	0.78					
		C-bit Parity Option - Subsequent Activity - per DS3		I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		205.70	7.20	0.6924	0.00					
		DS1/DS0 Channel System				UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67					
		DS3/DS1 Channel System				UNC3X, UNC3X	MQ3	156.20	115.48	56.53	15.12	5.30					

UNBUNDLED NETWORK ELEMENTS - Kentucky											Alt: 2 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect			QSS Rates(\$)			
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
	Voice Grade COCI in combination			UNCVX	1D1VG	0.6228	6.71	4.84							
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.6228	6.71	4.84							
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6228	6.71	4.84							
	OCU-DP COCI (2.4-64kbs) in combination			UNCDCX	1D1DD	1.32	6.71	4.84							
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.32	6.71	4.84							
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.32	6.71	4.84							
	2-wire ISDN COCI (BRITE) in combination			UNCNXX	UC1CA	2.84	6.71	4.84							
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.84	6.71	4.84							
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.84	6.71	4.84							
	DS1 COCI in combination			UNC1X	UC1D1	11.80	6.71	4.84							
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	11.80	6.71	4.84							
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	11.80	6.71	4.84							
	DS1 COCI - for DS1 Local Loop			USL_NTCDD1	UC1D1	11.80	6.71	4.84							
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	11.80	6.71	4.84							
				UNCVX, UNCDX, UNC1X, UNC3X, UNC5X, UDFCX, XDH1X, HFQ6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCXX	UNCCC		8.98	8.98							
	Wholesale - UNE, Switch-As-Is Conversion Charge														
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)														
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet														
	Access to DCS - Customer Reconfiguration (FlexServ)														
	Customer Reconfiguration Establishment						1.63		2.03						
	DS1 DCS Termination with DS0 Switching					25.69	32.88	23.58	21.09	15.88					
	DS1 DCS Termination with DS1 Switching					12.41	25.07	15.76	16.23	11.02					
	DS3 DCS Termination with DS1 Switching					154.20	32.88	23.58	21.09	15.88					
	Node (SynchroNet)														
	Node per month			UNCDX	UNCNT										
	Service Rearrangements														
	NRC - Change in Facility Assignment per circuit Service Rearrangement														
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)														
	NRC - Order Coordination Specific Time - Dedicated Transport														
	COMMINGLING														
	Commingling Authorization														
	Commingling (UNE part of single bandwidth circuit)														
	Commingling VG COCI														
	Commingling Digital COCI														

UNBUNDLED NETWORK ELEMENTS - Kentucky

ATT: 2 Exh: A																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingle ISDN COCI			XDD4X	UC1CA	2.84	6.71	4.84								
	Commingle 2-wire VG Interoffice Channel			XDV2X	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Commingle 4-wire VG Interoffice Channel			XDV6X	U1TV4	21.28	98.09	53.67	56.31	22.42						
	Commingle 56kbps Interoffice Channel			XDD4X	U1TD5	20.97	98.09	53.67	56.31	22.42						
	Commingle 64kbps Interoffice Channel			XDD4X	U1TD6	17.25	98.09	53.67	56.31	22.42						
	Commingle VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.01										
	Commingle 2-wire Local Loop Zone 1	1		XDV2X	UEAL2	12.67	125.22	60.48	59.69	7.84						
	Commingle 2-wire Local Loop Zone 2	2		XDV2X	UEAL2	17.45	125.22	60.48	59.69	7.84						
	Commingle 2-wire Local Loop Zone 3	3		XDV2X	UEAL2	33.22	125.22	60.48	59.69	7.84						
	Commingle 4-wire Local Loop Zone 1	1		XDV6X	UEAL4	29.26	125.22	60.48	59.69	7.84						
	Commingle 4-wire Local Loop Zone 2	2		XDV6X	UEAL4	34.25	125.22	60.48	59.69	7.84						
	Commingle 4-wire Local Loop Zone 3	3		XDV6X	UEAL4	85.06	125.22	60.48	59.69	7.84						
	Commingle 56kbps Local Loop Zone 1	1		XDD4X	UDL56	27.59	125.22	60.48	59.69	7.84						
	Commingle 56kbps Local Loop Zone 2	2		XDD4X	UDL56	32.48	125.22	60.48	59.69	7.84						
	Commingle 56kbps Local Loop Zone 3	3		XDD4X	UDL56	36.37	125.22	60.48	59.69	7.84						
	Commingle 64kbps Local Loop Zone 1	1		XDD4X	UDL64	27.59	125.22	60.48	59.69	7.84						
	Commingle 64kbps Local Loop Zone 2	2		XDD4X	UDL64	32.48	125.22	60.48	59.69	7.84						
	Commingle 64kbps Local Loop Zone 3	3		XDD4X	UDL64	36.37	125.22	60.48	59.69	7.84						
	Commingle ISDN Local Loop Zone 1	1		XDD4X	U1L2X	18.44	125.22	60.48	59.69	7.84						
	Commingle ISDN Local Loop Zone 2	2		XDD4X	U1L2X	25.08	125.22	60.48	59.69	7.84						
	Commingle ISDN Local Loop Zone 3	3		XDD4X	U1L2X	42.87	125.22	60.48	59.69	7.84						
	Commingle DS1 COCI			XDH1X	UC1D1	11.80	6.71	4.84								
	Commingle DS1 Interoffice Channel			XDH1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
	Commingle DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.19										
	Commingle DS1/DS0 Channel System			XDH1X	MQ1	113.33	57.26	14.74	1.86	1.67						
	Commingle DS1 Local Loop Zone 1	1		XDH1X	USLXX	86.47	210.70	114.60	63.96	17.97						
	Commingle DS1 Local Loop Zone 2	2		XDH1X	USLXX	114.10	210.70	114.60	63.96	17.97						
	Commingle DS1 Local Loop Zone 3	3		XDH1X	USLXX	297.76	210.70	114.60	63.96	17.97						
	Commingle DS3 Local Loop			HFQC6	UE3PX	308.31										
	Commingle DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	9.25										
	Commingle STS-1 Local Loop			HFRST	UDLS1	320.51	237.36	147.69	83.43	32.67						
	Commingle DS3/DS1 Channel System			HFQC6	MQ3	158.20	115.48	56.53	15.12	5.30						
	Commingle DS3 Interoffice Channel			HFQC6	U1TF3	966.89	350.56	141.58	48.00	23.39						
	Commingle DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.09										
	Commingle STS-1 Interoffice Channel			HFRST	U1TFS	945.79	350.56	141.58	48.00	23.39						
	Commingle STS-1 Interoffice Channel Mileage			HFRST	1L5XX	4.09										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	30.74										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		732.53	192.67	377.27	241.67						
	UNE to Commingle Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingle Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0008695										
	LNP Service Establishment Manual						13.82	13.82	12.71	12.71						
	LNP Service Provisioning with Point Code Establishment						953.27	487.00	431.95	317.61						
911 PBX LOCATE																
911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,814.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.57									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		533.00									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	179.88										
	Service Order Charge			9PBDC	9PBSC		7.86									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

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UNBUNDLED NETWORK ELEMENTS - Louisiana											Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to AT&T.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C		3.50	0.00	3.50	0.00					
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.20	0.00	15.20	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TQ3, U1TS1, U1TVX, UC18C, UC18L, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDL5X, UE3, ULD12, ULD48, ULD01, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD1	SDASP		200.00								
ORDER MODIFICATION CHARGE															
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		12.90	36.54	16.87						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		23.33	36.54	16.87						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		48.43	36.54	16.87						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		12.90	36.54	16.87						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		23.33	36.54	16.87						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		48.43	36.54	16.87						
	Tag Loop at End User Premise			UEANL	URETL			8.92	0.88						
	Loop Testing - Basic 1st Half Hour			UEANL	URET1			33.17	0.00						
	Loop Testing - Basic Additional Half Hour			UEANL	URETA			19.28	19.28						
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC			7.92	7.92						
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL			17.56	17.56						

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UNBUNDLED NETWORK ELEMENTS - Louisiana

UNBUNDLED NETWORK ELEMENTS - Louisiana										Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring	Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.04	13.04						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.75	8.93						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		36.54	16.87						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		7.92	7.92						
2-WIRE Unbundled COPPER LOOP														
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	12.40	35.27	15.60						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	14.32	35.27	15.60						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	16.87	35.27	15.60						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.92	0.88						
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		33.17	0.00						
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28						
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		7.92	7.92						
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.04	13.04						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.25	7.42						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		35.27	15.60						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		7.92	7.92						
UNBUNDLED EXCHANGE ACCESS LOOP														
2-WIRE ANALOG VOICE GRADE LOOP														
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.93	102.10	65.72						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	25.35	102.10	65.72						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	50.46	102.10	65.72						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.93	102.10	65.72						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	25.35	102.10	65.72						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	50.46	102.10	65.72						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		24.98	3.52						
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES2		26.47	5.01						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.59	36.30						
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.20	1.10						
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		102.10	65.72						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00						
4-WIRE ANALOG VOICE GRADE LOOP														
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	30.81	127.40	91.02						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.32	127.40	91.02						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.39	127.40	91.02						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		24.98	3.52						
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES2		26.47	5.01						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.59	36.30						
2-WIRE ISDN DIGITAL GRADE LOOP														
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.09	113.34	76.96						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	35.28	113.34	76.96						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	65.18	113.34	76.96						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.49	44.09						
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP														
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.29	117.08	68.36						

UNBUNDLED NETWORK ELEMENTS - Louisiana

UNBUNDLED NETWORK ELEMENTS - Louisiana											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	14.09	117.08	68.36								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	15.75	117.08	68.36								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.29	92.83	56.02								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	14.09	92.83	56.02								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	15.75	92.83	56.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.07	40.34								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.79	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.52	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.74	125.50	76.77								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.79	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.52	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.74	101.24	64.43								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.00	40.34								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.24	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.65	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.34	153.26	104.54								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.24	129.00	92.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.65	129.00	92.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.34	129.00	92.20								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.00	40.34								
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	85.70	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	194.96	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	491.94	245.16	152.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES1		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES1		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.93	42.98								
4-WIRE 19.2, 56 OR 64 Kbps DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	30.99	121.86	85.48								
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	36.78	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	38.92	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	30.99	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	36.78	121.86	85.48								

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UNBUNDLED NETWORK ELEMENTS - Louisiana															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)		
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	38.92	121.86	85.48							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	30.99	121.86	85.48							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	36.78	121.86	85.48							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	38.92	121.86	85.48							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	30.99	121.86	85.48							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	36.78	121.86	85.48							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	38.92	121.86	85.48							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			UDL	URES1		24.98	3.52							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UDL	URES2		26.47	5.01							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.97	49.67							
2-WIRE UNBUNDLED COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.29	116.18	67.46							
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	14.09	116.18	67.46							
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	15.75	116.18	67.46							
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.29	91.92	55.12							
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	14.09	91.92	55.12							
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	15.75	91.92	55.12							
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		91.92	42.47							
4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	22.27	139.69	90.96							
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.95	139.69	90.96							
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	10.99	139.69	90.96							
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	22.27	115.43	78.63							
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.95	115.43	78.63							
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	10.99	115.43	78.63							
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		91.92	42.47							
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		17.56								
Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.59	36.30							
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.59	36.30							
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.49	44.09							
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.97	49.67							
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.93	42.98							
UNE LOOP COMMINGLING															
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.93	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	25.35	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	50.46	102.10	65.72							

UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.93	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	25.35	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	50.46	102.10	65.72								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.59	36.30								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.20	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	30.81	127.40	91.02	0.00	0.00						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.32	127.40	91.02	0.00	0.00						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	60.39	127.40	91.02	0.00	0.00						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.59	36.30								
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	85.70	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	194.96	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	491.94	245.16	152.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.93	42.98								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	38.92	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	30.99	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	36.78	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	38.92	121.86	85.48								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.97	49.67								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCOD	OCOSL		17.56									
MAINTENANCE OF SERVICE																

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UNBUNDLED NETWORK ELEMENTS - Louisiana																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A							
									Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNC3X, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNC3X, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNC3X, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18K ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA, UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UHL, UCL, UEA, UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15								
SUB-LOOPS																
Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		144.09	144.09								
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		10.99	10.99								
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		86.16	86.16								
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		27.13	27.13								

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UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.57	63.89	30.06								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.75	63.89	30.06								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	21.45	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	11.76	76.75	42.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.84	76.75	42.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	19.27	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.91	51.48	17.65								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	6.58	57.54	23.71								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URET2		19.28	19.28								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.26	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	10.07	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.70	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	8.03	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	10.71	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	6.08	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URET2		19.28	19.28								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UNTW	UNENP	0.3454	14.72	14.72								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UNTW	UND12		42.26	27.83								
	Network Interface Device (NID) - 1-6 lines			UNTW	UND16		62.86	48.43								
	Network Interface Device Cross Connect - 2 W			UNTW	UNDC2		5.73	5.73								
	Network Interface Device Cross Connect - 4W			UNTW	UNDC4		5.73	5.73								
	UNE OTHER, PROVISIONING ONLY - NO RATE															
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UNTW, NTCVG, NTCUD, NTCU1, USL	UNECN	0.00	0.00									
	Unbundled Contact Name, Provisioning Only - no rate			USL, NTCU1	CCOSF			0.00								
	Unbundled DS1 Loop - Superframe Format Option - no rate															
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCU1	CCOEF			0.00								
	NID - Dispatch and Service Order for NID installation			UNTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UNTW	UENCE	0.00	0.00									

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UNBUNDLED NETWORK ELEMENTS - Louisiana															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Alt: 2 Exh: A						
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP															
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLV		23.29	23.29							
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70							
	Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19							
LINE SPLITTING															
END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61									
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	17.97	10.29							
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	17.97	10.29							
END USER ORDERING - REMOTE SITE LINE SPLITTING															
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	56.83	23.00	7.19	7.19					
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		53.82	21.35							
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.90	36.54	16.87	0.00	0.00					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.90	36.54	16.87	0.00	0.00					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	23.33	36.54	16.87	0.00	0.00					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	23.33	36.54	16.87	0.00	0.00					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	48.43	36.54	16.87	0.00	0.00					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	48.43	36.54	16.87	0.00	0.00					
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	7.57	63.89	30.06	0.00	0.00					
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	12.75	63.89	30.06	0.00	0.00					
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	21.45	63.89	30.06	0.00	0.00					
PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0318	11.94	11.46	0.00	0.00					
VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0296	11.94	11.46	0.00	0.00					
UNBUNDLED DEDICATED TRANSPORT															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.013									
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22.60	39.36	26.62							
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.013									
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.60	39.36	26.62							
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.013									
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.81	39.36	26.62							
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.013									
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.61	39.36	26.62							
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.013									
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.61	39.36	26.62							
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.2652									
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	70.47	86.69	79.44							
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	6.04									
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	850.45	270.69	158.05							
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	6.04									
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	830.19	270.69	158.05							
UNBUNDLED DARK FIBER															

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UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1LSDF	25.28								
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14									
HIGH CAPACITY UNBUNDLED LOCAL LOOP														
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone						620.60	133.88						
	DS3 Unbundled Local Loop - per mile			UE3	1LSND	10.04								
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	362.34	438.46	256.30						
	STS-1 Unbundled Local Loop - per mile			UDLSX	1LSND	10.04								
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	374.56	438.46	256.30						
ENHANCED EXTENDED LINK (EELs)														
	Network Elements Used in Combinations													
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.93	94.21	45.09						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	25.35	94.21	45.09						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	50.46	94.21	45.09						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	30.81	94.21	45.09						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.32	94.21	45.09						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.39	94.21	45.09						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNXX	U1L2X	22.09	94.21	45.09						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNXX	U1L2X	35.28	94.21	45.09						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNXX	U1L2X	65.18	94.21	45.09						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDCX	UDL56	30.99	94.21	45.09						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDCX	UDL56	36.78	94.21	45.09						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDCX	UDL56	38.92	94.21	45.09						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDCX	UDL64	30.99	94.21	45.09						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDCX	UDL64	36.78	94.21	45.09						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDCX	UDL64	38.92	94.21	45.09						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1XX	USLXX	85.70	169.22	100.89						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1XX	USLXX	194.96	169.22	100.89						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1XX	USLXX	491.94	169.22	100.89						
	DS3 Local Loop in combination - per mile			UNC3XX	1LSND	10.04								
	DS3 Local Loop in combination - Facility Termination			UNC3XX	UE3PX	362.34	188.45	125.51						
	STS-1 Local Loop in combination - per mile			UNC3XX	1LSND	10.04								
	STS-1 Local Loop in combination - Facility Termination			UNC3XX	UDLS1	374.56	188.45	125.51						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1LSXX	0.013								
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	22.60	72.60	41.75						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1LSXX	0.013								
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	19.81	72.60	41.75						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDCX	1LSXX	0.013								
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDCX	U1TD5	15.61	72.60	41.75						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDCX	1LSXX	0.013								
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDCX	U1TD6	15.61	72.60	41.75						
	Interoffice Channel in combination - DS1 - per mile			UNC1XX	1LSXX	0.2652								
	Interoffice Channel in combination - DS1 Facility Termination			UNC1XX	U1TF1	70.47	143.58	103.88						
	Interoffice Channel in combination - DS3 - per mile			UNC3XX	1LSXX	6.04								
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3XX	U1TF3	850.45	296.68	121.16						
	Interoffice Channel in combination - STS-1 - per mile			UNC3XX	1LSXX	6.04								
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3XX	U1TFS	830.19	296.68	121.16						
ADDITIONAL NETWORK ELEMENTS														
	Optional Features & Functions:													
	Clear Channel Capability Extended Frame Option - per DS1		1	U1TD1, ULD01, UNC1X	CCOEF		0.00	0.00	0.00	0.00				
	Clear Channel Capability Super FrameOption - per DS1		1	U1TD1, ULD01, UNC1X	CCOSF		0.00	0.00	0.00	0.00				
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1		1	U1TD1, U1TD1, UNC1X, USL	NRCCC		184.65	23.79	1.97	0.77				
	C-bit Parity Option - Subsequent Activity - per DS3		1	U1TD3, ULD03, UE3, UNC3X	NRCC3		218.78	7.66	0.7263	0.00				
	DS1/DS0 Channel System			UNC1XX	MQ1	105.09	59.97	12.96						
	DS3/DS1Channel System			UNC3XX, UNC3X	MQ3	201.48	107.05	48.07						

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UNBUNDLED NETWORK ELEMENTS - Louisiana

UNBUNDLED RATE ELEMENTS - Louisiana											Alt: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Voice Grade COCI in combination			UNCVX	1D1VG	0.6497	5.91	4.26								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.6497	5.91	4.26								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6497	5.91	4.26								
	OCU-DP COCI (2.4-64kbs) in combination			UNCIX	1D1DD	1.38	5.91	4.26								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.38	5.91	4.26								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.38	5.91	4.26								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.96	6.39	4.58								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.96	6.39	4.58								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.96	6.39	4.58								
	DS1 COCI in combination			UNCIX	UC1D1	11.78	5.91	4.26								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	11.78	5.91	4.26								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	11.78	5.91	4.26								
	DS1 COCI - for DS1 Local Loop			USL NTCOD1	UC1D1	11.78	5.91	4.26								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	11.78	5.91	4.26								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNCIX, UNC3X, UNC5X, UDFCX, XDH1X, HFQ6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.43	5.43								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		36.83	16.12								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		1.49	1.49								
Access to DCS - Customer Reconfiguration (FlexServ)																
	Customer Reconfiguration Establishment						1.43									
	DS1 DCS Termination with DS0 Switching					19.58	24.81	19.09								
	DS1 DCS Termination with DS1 Switching					10.95	17.93	12.22								
	DS3 DCS Termination with DS1 Switching					149.41	24.81	19.09								
Node (Synchronet)																
	Node per month			UNCDX	UNCNT	15.43										
Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCOX, UNCIX	URETD		100.93	42.98								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCOX, UNCIX	URETB		3.67	3.67								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNCIX, UNC3X	OCOSR		18.85	18.85								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNCIX, UNC3X, UNC5X, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00								
Commingled (UNE part of single bandwidth circuit)																
	Commingled VG COCI			XDV2X	1D1VG	0.6497	5.91	4.26								
	Commingled Digital COCI			XDV6X	1D1DD	1.38	5.91	4.26								

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UNBUNDLED NETWORK ELEMENTS - Louisiana

UNBUNDLED NETWORK ELEMENTS - Louisiana										Att: 2 Exh: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)	
							First	Add'l	First	Add'l	SOMECE	SOMAN
	Commingle ISDN COCI			XDD4X	UC1CA	2.96	6.39	4.58				
	Commingle 2-wire VG Interoffice Channel			XDV2X	U1TV2	22.60	72.60	41.75				
	Commingle 4-wire VG Interoffice Channel			XDV6X	U1TV4	19.81	72.60	41.75				
	Commingle 56kbps Interoffice Channel			XDD4X	U1TD5	15.61	72.60	41.75				
	Commingle 64kbps Interoffice Channel			XDD4X	U1TD6	15.61	72.60	41.75				
				XDV2X, XDV6X,								
	Commingle VG/DS0 Interoffice Channel Mileage			XDD4X	1L5XX	0.013						
	Commingle 2-wire Local Loop Zone 1	1		XDV2X	UEAL2	14.93	94.21	45.09				
	Commingle 2-wire Local Loop Zone 2	2		XDV2X	UEAL2	25.35	94.21	45.09				
	Commingle 2-wire Local Loop Zone 3	3		XDV2X	UEAL2	50.46	94.21	45.09				
	Commingle 4-wire Local Loop Zone 1	1		XDV6X	UEAL4	30.81	94.21	45.09				
	Commingle 4-wire Local Loop Zone 2	2		XDV6X	UEAL4	38.32	94.21	45.09				
	Commingle 4-wire Local Loop Zone 3	3		XDV6X	UEAL4	60.39	94.21	45.09				
	Commingle 56kbps Local Loop Zone 1	1		XDD4X	UDL56	30.99	94.21	45.09				
	Commingle 56kbps Local Loop Zone 2	2		XDD4X	UDL56	36.78	94.21	45.09				
	Commingle 56kbps Local Loop Zone 3	3		XDD4X	UDL56	38.92	94.21	45.09				
	Commingle 64kbps Local Loop Zone 1	1		XDD4X	UDL64	30.99	94.21	45.09				
	Commingle 64kbps Local Loop Zone 2	2		XDD4X	UDL64	36.78	94.21	45.09				
	Commingle 64kbps Local Loop Zone 3	3		XDD4X	UDL64	38.92	94.21	45.09				
	Commingle ISDN Local Loop Zone 1	1		XDD4X	U1L2X	22.09	94.21	45.09				
	Commingle ISDN Local Loop Zone 2	2		XDD4X	U1L2X	35.28	94.21	45.09				
	Commingle ISDN Local Loop Zone 3	3		XDD4X	U1L2X	65.18	94.21	45.09				
	Commingle DS1 COCI			XDH1X	UC1D1	11.78	5.91	4.26				
	Commingle DS1 Interoffice Channel			XDH1X	U1TF1	70.47	143.58	103.88				
	Commingle DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.2652						
	Commingle DS1/DS0 Channel System			XDH1X	MQ1	105.09	59.97	12.96				
	Commingle DS1 Local Loop Zone 1	1		XDH1X	USLXX	85.70	169.22	100.89				
	Commingle DS1 Local Loop Zone 2	2		XDH1X	USLXX	194.96	169.22	100.89				
	Commingle DS1 Local Loop Zone 3	3		XDH1X	USLXX	491.94	169.22	100.89				
	Commingle DS3 Local Loop			HFQC6	UE3PX	362.34	188.45	125.51				
	Commingle DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.04						
	Commingle STS-1 Local Loop			HFRST	UDLS1	374.56	188.45	125.51				
	Commingle DS3/DS1 Channel System			HFQC6	MQ3	201.48	107.05	48.07				
	Commingle DS3 Interoffice Channel			HFQC6	U1TF3	850.45	296.68	121.16				
	Commingle DS3 Interoffice Channel Mileage			HFQC6	1L5XX	6.04						
	Commingle STS-1 Interoffice Channel			HFRST	U1TFS	830.19	296.68	121.16				
	Commingle STS-1 Interoffice Channel Mileage			HFRST	1L5XX	6.04						
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	25.28						
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		620.60	133.88				
	UNE to Commingle Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00		
	SPA to Commingle Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00		
LNP Query Service												
	LNP Charge Per query					0.0008559						
	LNP Service Establishment Manual											
	LNP Service Provisioning with Point Code Establishment											
911 PBX LOCATE												
911 PBX LOCATE DATABASE CAPABILITY												
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,819.00					
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.99					
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07						
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.22					
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	178.58						
	Service Order Charge			9PBDC	9PBSC		15.20					
911 PBX LOCATE TRANSPORT COMPONENT												
See Att 3												
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.												

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UNBUNDLED NETWORK ELEMENTS - Mississippi											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to AT&T.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only					SOME C	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only					SOMAN	15.75	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
						UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC18C, UC18L, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDL5X, UE3, ULD12, ULD48, ULD01, ULD03, ULD0X, ULD03, ULD51, ULDVX, UNC1X, UNC3X, UNCDX, UNC4X, UNC5X, UNC6X, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCD1										
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day					SOASP	200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	1		UEANL	UEAL2		12.03	37.92	17.55	23.48	5.25					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	2		UEANL	UEAL2		16.87	37.92	17.55	23.48	5.25					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	3		UEANL	UEAL2		25.68	37.92	17.55	23.48	5.25					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4	4		UEANL	UEAL2		43.85	37.92	17.55	23.48	5.25					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	1		UEANL	UEASL		12.03	37.92	17.55	23.48	5.25					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	2		UEANL	UEASL		16.87	37.92	17.55	23.48	5.25					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	3		UEANL	UEASL		25.68	37.92	17.55	23.48	5.25					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4	4		UEANL	UEASL		43.85	37.92	17.55	23.48	5.25					
	Tag Loop at End User Premise			UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97	19.97								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.20	8.20								

UNBUNDLED NETWORK ELEMENTS - Mississippi

UNBUNDLED NETWORK ELEMENTS - Mississippi												Att: 2 Exh. A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.19	18.19								
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.51	13.51								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.75	8.92	23.48	5.25						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.92	17.55	23.48	5.25						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.20	8.20								
2-WIRE UNBUNDLED COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	1	1	UEQ	UEQ2X	11.01	36.53	16.16	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	1	2	UEQ	UEQ2X	11.51	36.53	16.16	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	1	3	UEQ	UEQ2X	11.57	36.53	16.16	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	1	4	UEQ	UEQ2X	13.10	36.53	16.16	22.66	4.42						
	Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.97	19.97								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.20	8.20								
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.51	13.51								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.24	7.42	22.66	4.42						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		36.53	16.16	22.66	4.42						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.20	8.20								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	18.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	UEA	UEAL2	45.72	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	18.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	UEA	UEAR2	45.72	105.96	68.28	52.82	10.37						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES1		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.56	36.29								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.19	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		105.96	68.28								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	27.47	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.26	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 4		4	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES1		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.56	36.29								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.01	117.61	79.92	52.82	10.37						

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UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Alt: 2 Exh: A							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.59	117.61	79.92	52.82	10.37						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.34	117.61	79.92	52.82	10.37						
	2-Wire ISDN Digital Grade Loop - Zone 4		4	UDN	U1L2X	59.18	117.61	79.92	52.82	10.37						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO											
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP						91.46	44.07								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.11	121.27	70.81	50.38	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.47	121.27	70.81	50.38	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	11.74	121.27	70.81	50.38	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2X	12.69	121.27	70.81	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.11	96.15	58.03	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.47	96.15	58.03	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	11.74	96.15	58.03	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2W	12.69	96.15	58.03	50.38	7.93						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO											
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP						86.04	40.33								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.22	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.87	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	10.46	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	104.86	66.74	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.22	104.86	66.74	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.87	104.86	66.74	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	10.46	104.86	66.74	50.38	7.93						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		85.98	40.33								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.78	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	13.43	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.59	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	14.46	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.78	133.62	95.50	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	13.43	133.62	95.50	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.59	133.62	95.50	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	14.46	133.62	95.50	56.72	10.68						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		85.98	40.33								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.08	253.93	158.45	46.10	12.07						

UNBUNDLED NETWORK ELEMENTS - Mississippi											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	129.38	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	206.74	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	458.46	253.93	158.45	46.10	12.07						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES1		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES2		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.90	42.96								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 4		4	UDL	UDL2X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 4		4	UDL	UDL4X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.44	126.53	88.85	60.68	14.64						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	34.55	126.53	88.85	60.68	14.64						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	40.76	126.53	88.85	60.68	14.64						
	7 Wire Unbundled Digital Loop 9.6 Kbps - Zone 4		4	UDL	UDL9X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 4		4	UDL	UDL19	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	UDL	UDL56	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	UDL	UDL64	32.25	126.53	88.85	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES1		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES2		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.94	49.66								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.11	120.34	69.87	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.47	120.34	69.87	50.38	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	11.74	120.34	69.87	50.38	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 4		4	UCL	UCLPB	12.69	120.34	69.87	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.11	95.21	57.09	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.47	95.21	57.09	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	11.74	95.21	57.09	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4		4	UCL	UCLPW	12.69	95.21	57.09	50.38	7.93						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		95.21	42.40								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.30	144.68	94.22	56.72	10.68						

UNBUNDLED NETWORK ELEMENTS - Mississippi

UNBUNDLED NETWORK ELEMENTS - Mississippi										Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.84	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.30	119.56	81.44	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.84	119.56	81.44	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20		8.20							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		95.21		42.40							
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.19									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.56	36.29								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.56	36.29								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.46	44.07								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.94	49.66								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.90	42.96								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	18.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	NTCVG	UEAL2	45.72	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	18.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	NTCVG	UEAR2	45.72	105.96	68.28	52.82	10.37						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.56	36.29								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.19	1.10								
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4		27.47	132.27	94.59	60.68	14.64					
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4		38.26	132.27	94.59	60.68	14.64					
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4		50.03	132.27	94.59	60.68	14.64					
	4-Wire Analog Voice Grade Loop - Zone 4		4	NTCVG	UEAL4		59.93	132.27	94.59	60.68	14.64					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		26.50	5.02								

UNBUNDLED NETWORK ELEMENTS - Mississippi											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.56	36.29								
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.08	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	129.38	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	206.74	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 4		4	NTCD1	USLXX	458.46	253.93	158.45	46.10	12.07						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.90	42.96								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps-Zone 1		1	NTCUD	UDL2X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 4		4	NTCUD	UDL2X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 4		4	NTCUD	UDL4X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 4		4	NTCUD	UDL9X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 4		4	NTCUD	UDL19	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	NTCUD	UDL56	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	NTCUD	UDL64	32.25	126.53	88.85	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.94	49.66								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTC1	OCOSL		18.19									
MAINTENANCE OF SERVICE																
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNC5X, UNCXX, ULS	MVVB											
	Maintenance of Service Charge, Basic Time, per half hour						80.00	55.00								

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UNBUNDLED NETWORK ELEMENTS - Mississippi

UNBUNDLED NETWORK ELEMENTS - Mississippi										Att: 2 Exh: A							
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
					UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
		Maintenance of Service Charge, Overtime, per half hour															
					UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
		Maintenance of Service Charge, Premium, per half hour															
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.57	32.57								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.57	32.57								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM8T		32.59	32.59								
SUB-LOOPS																	
	Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL, UEF	USBSA			259.69									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL, UEF	USBSB			22.77									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC			178.47									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD			56.39									
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.15		66.18	31.14	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.51		66.18	31.14	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	12.45		66.18	31.14	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN2	18.26		66.18	31.14	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC			8.20	8.20								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30		79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	13.92		79.49	44.45	51.27	9.35						

UNBUNDLED NETWORK ELEMENTS - Mississippi

UNBUNDLED NETWORK ELEMENTS - MISSISSIPPI										Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.29	53.32	18.28	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.40	59.60	24.55	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97	19.97								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS2X		6.06	66.18	31.14	45.36	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEF	UCS2X		7.09	66.18	31.14	45.36	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEF	UCS2X		8.16	66.18	31.14	45.36	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 4	4	UEF	UCS2X		9.90	66.18	31.14	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS4X		5.10	79.49	44.45	51.27	9.35						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEF	UCS4X		9.11	79.49	44.45	51.27	9.35						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEF	UCS4X		14.00	79.49	44.45	51.27	9.35						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 4	4	UEF	UCS4X		14.00	79.49	44.45	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URET1		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.97	19.97								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.80	5.13								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.80	5.13								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		279.81	6.15								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3366	30.55									
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.84	28.90								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		65.30	50.36								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.94	5.94								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.94	5.94								
	UNE OTHER, PROVISIONING ONLY - NO RATE															
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECN	0.00	0.00									
	Unbundled Contact Name, Provisioning Only - no rate			USL, NTCDD1	CCOSF		0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1												
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCDD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
	LOOP MAKE-UP															
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		24.12	24.12								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		25.58	25.58								
	Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6652	0.6652								
	LINE SPLITTING															

UNBUNDLED NETWORK ELEMENTS - Mississippi																Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
END USER ORDERING-CENTRAL OFFICE BASED																			
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61													
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	18.62	10.66	10.04	4.93									
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	18.62	10.66	10.04	4.93									
END USER ORDERING - REMOTE SITE LINE SPLITTING																			
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	56.96	23.05	7.19	7.19									
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		53.94	21.40											
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEALS	12.03	37.92	17.55	23.48	5.25									
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEABS	12.03	37.92	17.55	23.48	5.25									
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting- Zone 2		2	UEPSR UEPSB	UEALS	16.87	37.92	17.55	23.48	5.25									
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting- Zone 2		2	UEPSR UEPSB	UEABS	16.87	37.92	17.55	23.48	5.25									
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3		3	UEPSR UEPSB	UEALS	25.68	37.92	17.55	23.48	5.25									
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3		3	UEPSR UEPSB	UEABS	25.68	37.92	17.55	23.48	5.25									
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 4		4	UEPSR UEPSB	UEALS	43.85	37.92	17.55	23.48	5.25									
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 4		4	UEPSR UEPSB	UEABS	43.85	37.92	17.55	23.48	5.25									
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	7.15	66.18	31.14	45.36	6.71									
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	9.51	66.18	31.14	45.36	6.71									
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	12.45	66.18	31.14	45.36	6.71									
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 4		4	UEPSR UEPSB	UEARS	18.26	66.18	31.14	45.36	6.71									
PHYSICAL COLLOCATION																			
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0288	12.37	11.87	6.04	5.45									
VIRTUAL COLLOCATION																			
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0268	12.37	11.87	6.04	5.45									
UNBUNDLED DEDICATED TRANSPORT																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1LSXX	0.0098													
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22.52	40.77	27.57	17.26	7.11									
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1LSXX	0.0098													
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.52	40.77	27.57	17.26	7.11									
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1LSXX	0.0098													
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.79	40.77	27.57	17.26	7.11									
	Interoffice Channel - 56 kbps - per mile			U1TDX	1LSXX	0.0098													
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.68	40.77	27.57	17.26	7.11									
	Interoffice Channel - 64 kbps - per mile			U1TDX	1LSXX	0.0098													
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.68	40.77	27.57	17.26	7.11									
	Interoffice Channel - DS1 - per mile			U1TD1	1LSXX	0.201													
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	57.33	89.79	82.28	16.86	14.90									
	Interoffice Channel - DS3 - per mile			U1TD3	1LSXX	4.76													
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	641.90	280.37	163.70	62.08	60.29									
	Interoffice Channel - STS-1 - per mile			U1TS1	1LSXX	4.76													
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	644.21	280.37	163.70	62.08	60.29									
UNBUNDLED DARK FIBER																			
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1LSDF	28.27													

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UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Att. 2 Exh: A	
													OSS Rates(\$)	
													SOMEK	SOMAN
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l				
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		642.79	138.67	326.97	203.85				
HIGH CAPACITY UNBUNDLED LOCAL LOOP														
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone														
	DS3 Unbundled Local Loop - per mile			UE3	1LSND	11.20								
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	326.15	454.13	265.47	123.23	86.19				
	STS-1 Unbundled Local Loop - per mile			UDLSX	1LSND	11.20								
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	338.55	454.13	265.47	123.23	86.19				
ENHANCED EXTENDED LINK (EELs)														
Network Elements Used in Combinations														
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	13.89	105.96	68.28	52.82	10.37				
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	18.75	105.96	68.28	52.82	10.37				
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	27.55	105.96	68.28	52.82	10.37				
	2-Wire VG Loop (SL2) in Combination - Zone 4		4	UNCVX	UEAL2	45.72	105.96	68.28	52.82	10.37				
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64				
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.26	132.27	94.59	60.68	14.64				
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64				
	4-Wire Analog Voice Grade Loop in Combination - Zone 4		4	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64				
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.01	117.61	79.92	52.82	10.37				
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.59	117.61	79.92	52.82	10.37				
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.34	117.61	79.92	52.82	10.37				
	2-Wire ISDN Loop in Combination - Zone 4		4	UNCNX	U1L2X	59.18	117.61	79.92	52.82	10.37				
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDOX	UDLS6	27.44	126.53	88.85	60.68	14.64				
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDOX	UDLS6	34.55	126.53	88.85	60.68	14.64				
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDOX	UDLS6	40.76	126.53	88.85	60.68	14.64				
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDOX	UDLS6	32.25	126.53	88.85	60.68	14.64				
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDOX	UDL64	27.44	126.53	88.85	60.68	14.64				
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDOX	UDL64	34.55	126.53	88.85	60.68	14.64				
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDOX	UDL64	40.76	126.53	88.85	60.68	14.64				
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDOX	UDL64	32.25	126.53	88.85	60.68	14.64				
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07				
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07				
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07				
	4-Wire DS1 Digital Loop in Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07				
	DS3 Local Loop in combination - per mile			UNC3X	1LSND	11.20								
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	326.15	454.13	265.47	123.23	86.19				
	STS-1 Local Loop in combination - per mile			UNC3X	1LSND	11.20								
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	338.55	454.13	265.47	123.23	86.19				
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1LSXX	0.0088								
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	20.32	40.77	27.57	17.26	7.11				
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1LSXX	0.0088								
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	17.86	40.77	27.57	17.26	7.11				
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDOX	1LSXX	0.0088								
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDOX	U1TD5	14.14	40.77	27.57	17.26	7.11				
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDOX	1LSXX	0.0088								
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDOX	U1TD6	14.14	40.77	27.57	17.26	7.11				
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1LSXX	0.1813								
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	51.72	89.79	82.28	16.86	14.90				
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1LSXX	4.29								
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	579.12	280.37	163.70	62.08	60.29				
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1LSXX	4.29								
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TF5	581.21	280.37	163.70	62.08	60.29				
ADDITIONAL NETWORK ELEMENTS														
Optional Features & Functions:														
	Clear Channel Capability Extended Frame Option - per DS1		1	U1TD1, ULDD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00				
	Clear Channel Capability Super Frame Option - per DS1		1	U1TD1, ULDD1, UNC1X	CCOSF		0.00	0.00	0.00	0.00				
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1		1	U1TD1, U1TD1, UNC1X, USL	NRCCC		184.60	23.78	1.96	0.76				

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UNBUNDLED NETWORK ELEMENTS - Mississippi

UNBUNDLED NETWORK ELEMENTS - Mississippi													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	C-bit Parity Option - Subsequent Activity - per DS3			U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.72	7.66	0.7201	0.00						
	DS1/DS0 Channel System			UNC1X	MO1	102.85	91.57	62.94	10.87	10.10						
	DS3/DS1 Channel System			UNC3X, UNC5X	MO3	170.63	179.17	94.52	34.30	32.82						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.5737	6.62	4.74								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.5737	6.62	4.74								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.5737	6.62	4.74								
	OCU-DP COCI (2.4-64kbs) in combination			UNC0X	1D1DD	1.22	6.62	4.74								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.22	6.62	4.74								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.22	6.62	4.74								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.62	6.62	4.74								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.62	6.62	4.74								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.62	6.62	4.74								
	DS1 COCI in combination			UNC1X	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for DS1 Local Loop			USL, NTC01	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	12.96	6.62	4.74								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNC5X, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.63	5.63								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		36.87	16.14								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.49		1.90							
	DS1 DCS Termination with DS0 Switching					20.81	25.69	19.77	17.15	13.79						
	DS1 DCS Termination with DS1 Switching					10.73	18.57	12.65	12.60	9.24						
	DS3 DCS Termination with DS1 Switching					145.05	25.69	19.77	17.15	13.79						
	Node (SynchroNet)															
	Node per month			UNC0X	UNCNT											
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.90	42.96								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.68	3.68								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.87	18.87								
	COMMINGLING															

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UNBUNDLED NETWORK ELEMENTS - Mississippi										Att: 2 Exh: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect											
							First	Add'l	OSS Rates(\$)											
										SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
				UNCVX, UNCDX, UNC1X, UNC3X, UNC5X, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00										
	Commingled Authorization																			
	Commingled [UNE part of single bandwidth circuit]																			
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.5737	6.62	4.74												
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	1.22	6.62	4.74												
	Commingled ISDN COCI			XDD4X	UC1CA	2.62	6.62	4.74												
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	22.52	40.77	27.57	17.26	7.11										
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	19.79	40.77	27.57	17.26	7.11										
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.68	40.77	27.57	17.26	7.11										
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.68	40.77	27.57	17.26	7.11										
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0088														
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	13.89	105.96	68.28	52.82	10.37										
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	18.75	105.96	68.28	52.82	10.37										
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	27.55	105.96	68.28	52.82	10.37										
	Commingled 2-wire Local Loop Zone 4		4	XDV2X	UEAL2	45.72	105.96	68.28	52.82	10.37										
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	27.47	132.27	94.59	60.68	14.64										
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.26	132.27	94.59	60.68	14.64										
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	50.03	132.27	94.59	60.68	14.64										
	Commingled 4-wire Local Loop Zone 4		4	XDV6X	UEAL4	50.03	132.27	94.59	60.68	14.64										
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	27.44	126.53	88.85	60.68	14.64										
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	34.55	126.53	88.85	60.68	14.64										
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	40.76	126.53	88.85	60.68	14.64										
	Commingled 56kbps Local Loop Zone 4		4	XDD4X	UDL56	32.25	126.53	88.85	60.68	14.64										
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	27.44	126.53	88.85	60.68	14.64										
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	34.55	126.53	88.85	60.68	14.64										
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	40.76	126.53	88.85	60.68	14.64										
	Commingled 64kbps Local Loop Zone 4		4	XDD4X	UDL64	32.25	126.53	88.85	60.68	14.64										
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	21.01	117.61	79.92	52.82	10.37										
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.59	117.61	79.92	52.82	10.37										
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	37.34	117.61	79.92	52.82	10.37										
	Commingled ISDN Local Loop Zone 4		4	XDD4X	U1L2X	59.18	117.61	79.92	52.82	10.37										
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	12.96	6.62	4.74												
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	57.33	89.79	82.28	16.86	14.90										
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1813														
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	102.85	91.57	62.94	10.87	10.10										
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	79.08	253.93	158.45	46.10	12.07										
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	129.38	253.93	158.45	46.10	12.07										
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	206.74	253.93	158.45	46.10	12.07										
	Commingled DS1 Local Loop Zone 4		4	XDH1X	USLXX	458.46	253.93	158.45	46.10	12.07										
	Commingled DS3 Local Loop			HFQC6	UE3PX	326.15	454.13	265.47	123.23	86.19										
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	11.20														
	Commingled STS-1 Local Loop			HFRST	UDLS1	338.55	454.13	265.47	123.23	86.19										
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	170.63	179.17	94.52	34.30	32.82										
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	641.90	280.37	163.70	62.08	60.29										
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.29														
	Commingled STS-1 Interoffice Channel			HFRST	U1TF5	644.21	280.37	163.70	62.08	60.29										
	Commingled STS-1 Interoffice Channel Mileage			HFRST	1L5XX	4.29														
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	28.27														
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		642.79	138.67	326.97	203.85										
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00										
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00										
	LNP Query Service																			
	LNP Charge Per query					0.0008477														
	LNP Service Establishment Manual						12.59	12.59	11.58	11.58										

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UNBUNDLED NETWORK ELEMENTS - Mississippi														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
									OSS Rates(\$)					
						Rec	First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN
	LNP Service Provisioning with Point Code Establishment						596.94	304.96	270.49	198.89				
911 PBX LOCATE	911 PBX LOCATE DATABASE CAPABILITY													
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,822.00							
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.29							
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07								
	Change Company (Service Provider) ID			9PBDC	9PBPC		535.11							
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	178.43								
	Service Order Charge			9PBDC	9PBSC		15.75							
	911 PBX LOCATE TRANSPORT COMPONENT													
	See Att 3													
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.														

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UNBUNDLED NETWORK ELEMENTS - North Carolina										Att: 2 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to AT&T.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only					SOME C	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only					SOMAN	15.20	0.00	15.20	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
				UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TF03, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDL5X, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNCX, UNC5X, UNCVCX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTC01	SDASP	200.00										
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						0.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	1		UEANL	UEAL2	10.82	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	2		UEANL	UEAL2	16.21	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	3		UEANL	UEAL2	24.08	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	1		UEANL	UEASL	10.82	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	2		UEANL	UEASL	16.21	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	3		UEANL	UEASL	24.08	36.54	16.87								
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	GCOSI		17.56									

UNBUNDLED NETWORK ELEMENTS - North Carolina														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.04	13.04									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.74	8.92									
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		36.54	16.87									
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		7.92	7.92									
2-WIRE UNBUNDLED COPPER LOOP																	
	2-Wire Unbundled Copper Loop - Non-Designed - Zone 1		1	UEQ	UEQ2X	10.93	35.27	15.60									
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	12.75	35.27	15.60									
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.92	35.27	15.60									
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88									
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		33.17	0.00									
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28									
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		7.92	7.92									
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.04	13.04									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.23	7.41									
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		35.27	15.60									
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		7.92	7.92									
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	11.96	102.10	65.72									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.36	102.10	65.72									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	25.23	102.10	65.72									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	11.96	102.10	65.72									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.36	102.10	65.72									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	25.23	102.10	65.72									
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		25.03	3.53									
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES2		26.52	5.02									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.49	36.26									
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.20	1.10									
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		102.10	65.72									
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00									
4-WIRE ANALOG VOICE GRADE LOOP																	
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	19.52	127.40	91.02									
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	24.74	127.40	91.02									
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	46.11	127.40	91.02									
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		25.03	3.53									
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES2		26.52	5.02									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.49	36.26									
2-WIRE ISDN DIGITAL GRADE LOOP																	
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.78	113.34	76.96									
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	26.16	113.34	76.96									
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	35.37	113.34	76.96									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.39	44.04									
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																	
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.14	117.08	68.36									

UNBUNDLED NETWORK ELEMENTS - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.59	117.08	68.36							
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.28	117.08	68.36							
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	10.14	92.83	56.02							
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.59	92.83	56.02							
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	12.28	92.83	56.02							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		78.06	32.38							
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.95	125.50	76.77							
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.15	125.50	76.77							
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.53	125.50	76.77							
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.95	101.24	64.43							
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.15	101.24	64.43							
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.53	101.24	64.43							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		78.00	32.38							
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	11.01	153.26	194.54							
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.20	153.26	104.54							
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	13.49	153.26	104.54							
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	11.01	129.00	92.20							
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.20	129.00	92.20							
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	13.49	129.00	92.20							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		78.00	32.38							
4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	63.62	245.16	152.98							
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	104.40	245.16	152.98							
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	210.22	245.16	152.98							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES1		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES2		26.52	5.02							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.82	42.93							
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	21.98	121.86	85.48							
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	27.58	121.86	85.48							
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	43.08	121.86	85.48							
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	21.98	121.86	85.48							
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	27.58	121.86	85.48							
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	43.08	121.86	85.48							
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	21.98	121.86	85.48							
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	27.58	121.86	85.48							
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	43.08	121.86	85.48							
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	21.98	121.86	85.48							
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	27.58	121.86	85.48							

UNBUNDLED NETWORK ELEMENTS - North Carolina												Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	43.08	121.86	85.48								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.86	49.62								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.14	116.18	67.46								
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.59	116.18	67.46								
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.28	116.18	67.46								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.14	91.92	55.12								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.59	91.92	55.12								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.28	91.92	55.12								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		89.06	34.45								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	13.10	139.69	90.96								
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	15.17	139.69	90.96								
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	17.03	139.69	90.96								
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	13.10	115.43	78.63								
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	15.17	115.43	78.63								
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	17.03	115.43	78.63								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		89.06	34.45								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		17.56									
Rearrangements																
	EEL to UNE-L Re-termination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.49	36.26								
	EEL to UNE-L Re-termination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.49	36.26								
	EEL to UNE-L Re-termination, per 2 Wire ISDN Loop			UDN	UREEL		91.39	44.04								
	EEL to UNE-L Re-termination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.86	49.62								
	EEL to UNE-L Re-termination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.82	42.93								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	11.96	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.36	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	25.23	102.10	65.72								

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Att: 2 Exh: A								
													Rec	Nonrecurring		Nonrecurring First	Nonrecurring Disconnect Add'l	OSS Rates(\$)			
														First	Add'l			SOME C	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	11.96	102.10	65.72													
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.36	102.10	65.72													
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	25.23	102.10	65.72													
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES L		25.03	3.53													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES P		26.52	5.02													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.49	36.26													
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.20	1.10													
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																					
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	19.52	127.40	91.02													
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	24.74	127.40	91.02													
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	46.11	127.40	91.02													
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES L		25.03	3.53													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES P		26.52	5.02													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.49	36.26													
4-WIRE DS1 DIGITAL LOOP																					
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	63.62	245.16	152.98													
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	104.40	245.16	152.98													
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	210.22	245.16	152.98													
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES L		25.03	3.53													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES P		26.52	5.02													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.82	42.93													
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																					
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	21.98	121.86	85.48													
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	27.58	121.86	85.48													
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	43.08	121.86	85.48													
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	21.98	121.86	85.48													
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	27.58	121.86	85.48													
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	43.08	121.86	85.48													
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	21.98	121.86	85.48													
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	27.58	121.86	85.48													
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	43.08	121.86	85.48													
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	21.98	121.86	85.48													
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	27.58	121.86	85.48													
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	43.08	121.86	85.48													
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	21.98	121.86	85.48													
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	27.58	121.86	85.48													
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	43.08	121.86	85.48													
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	21.98	121.86	85.48													
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	27.58	121.86	85.48													
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	43.08	121.86	85.48													
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES L		25.03	3.53													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES P		26.52	5.02													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.86	49.62													
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		17.56														
MAINTENANCE OF SERVICE																					

UNBUNDLED NETWORK ELEMENTS - North Carolina																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Art: 2 Exh: A							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLXS, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft. per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15								
SUB-LOOPS																
Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		144.09									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		10.99	10.99								

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UNBUNDLED NETWORK ELEMENTS - North Carolina											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		86.16									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		27.13	27.13								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.70	63.89	30.06								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.93	63.89	30.06								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	12.79	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	10.81	76.75	42.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	14.16	76.75	42.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	24.67	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.34	51.48	17.65								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.18	57.54	23.71								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
Service Order charges will apply only once per sub-loop																
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.43	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.04	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	9.79	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.34	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	9.62	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.04	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.28	19.28								
Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29								
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair			UNTW	UNENPP	0.51	14.72	14.72								
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UNTW	UND12		86.37	56.69								
	Network Interface Device (NID) - 1-6 lines			UNTW	UND16		127.93	98.21								
	Network Interface Device Cross Connect - 2 W			UNTW	UNDC2		5.73	5.73								
	Network Interface Device Cross Connect - 4W			UNTW	UNDC4		5.73	5.73								
UNE OTHER, PROVISIONING ONLY - NO RATE																
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCU1, USL	UNECN	0.00	0.00									
	Unbundled Contact Name, Provisioning Only - no rate															

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UNBUNDLED NETWORK ELEMENTS - North Carolina

RATES - NORTH CAROLINA													Alt: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queued (Manual)			UMK	UMKLW		23.29	23.29								
	Loop Makeup - Preordering With Reservation, per spare facility queued (Manual)			UMK	UMKLP		24.70	24.70								
	Loop Makeup-With or Without Reservation, per working or spare facility queued (Mechanized)			UMK	UMKMQ		0.19	0.19								
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61	15.53	7.79								
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.6409	17.97	10.29								
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.6325	17.87	10.29								
END USER ORDERING - REMOTE SITE LINE SPLITTING																
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.82	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.82	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	24.08	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	24.08	36.54	16.87	0.00	0.00						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0309	19.77	14.95	0.00	0.00						
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0287	33.96	32.08	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	12.12	39.36	26.62								
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 2-Wire V.G. Rev Bat. - Facility Termination			U1TVX	U1TR2	12.12	39.36	26.62								
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	10.19	39.36	26.62								
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0095										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	7.47	39.37	26.62								
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0095										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	7.47	39.37	26.62								
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1938										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	31.06	86.69	79.44								
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.44										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	329.91	270.69	158.05								
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.44										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	339.20	270.69	158.05								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.95										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	229.90	438.46	256.30								
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	12.95										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	257.82	438.46	256.30								

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UNBUNDLED NETWORK ELEMENTS - North Carolina											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED DARK FIBER																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1LSDF	24.77										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		620.60	133.88								
ENHANCED EXTENDED LINK (EELs)																
Network Elements Used in Combinations																
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	11.96	385.26	72.08								
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.36	385.26	72.08								
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	25.23	385.26	72.08								
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	19.52	385.26	72.08								
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.74	385.26	72.08								
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	46.11	385.26	72.08								
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.78	385.26	72.08								
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	26.16	385.26	72.08								
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	35.37	385.26	72.08								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	21.98	385.26	72.08								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	27.58	385.26	72.08								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	43.08	385.26	72.08								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	21.98	385.26	72.08								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	27.58	385.26	72.08								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	43.08	385.26	72.08								
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55								
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55								
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55								
	DS3 Local Loop in combination - per mile			UNC3X	1LSND	12.95										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	229.90	3,073.55	1,245.84								
	STS-1 Local Loop in combination - per mile			UNC3X	1LSND	12.95										
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	257.82	3,073.55	1,245.84								
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1LSXX	0.0095										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	12.12	131.81	78.34								
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1LSXX	0.0095										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	10.19	131.81	78.34								
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1LSXX	0.0095										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	7.47	131.81	78.34								
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1LSXX	0.0095										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	7.47	131.81	78.34								
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1LSXX	0.1938										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	31.06	234.02	162.52								
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1LSXX	4.44										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	329.91	802.81	146.02								
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1LSXX	4.44										
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	339.20	802.81	146.02								
ADDITIONAL NETWORK ELEMENTS																
Optional Features & Functions:																
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF		0.00									
	Clear Channel Capability Super Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF		0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.76	23.80	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.92	7.66	0.7576	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1		70.84	170.57								
	DS3/DS1 Channel System			UNC3X, UNC3X	MQ3		84.32	0.00								
	Voice Grade COCI in combination			UNCVX	1D1VG		0.4329	54.14	17.51							
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG		0.4329	6.39	4.58							
	Voice Grade COCI - for connection to a centralized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG		0.4329	6.39	4.58							

UNBUNDLED NETWORK ELEMENTS - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A								
									Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l					
						Rec	First	Add'l	Nonrecurring Disconnect	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	OCU-DP COCI (2.4-64kbs) in combination			UNCIX	1D1DD	0.9199		54.14	17.51								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	0.9199		6.39	4.58								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	0.9199		6.39	4.58								
	2-wire ISDN COCI (BRITE) in combination			UNCIX	UC1CA	1.53		54.14	17.51								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.53		6.39	4.58								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.53		6.39	4.58								
	DS1 COCI in combination			UNCIX	UC1D1	8.43		54.14	17.51								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	8.43		6.39	4.58								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	8.43		6.39	4.58								
	DS1 COCI - for DS1 Local Loop			USL, NTCDD1	UC1D1	8.43		6.39	4.58								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	8.43		6.39	4.58								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCIX, UNCDX, UNCIX, UNCIX, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.43	5.43									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		36.90	16.15									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49									
	Access to DCS - Customer Reconfiguration (FlexServ)																
	Customer Reconfiguration Establishment							1.43	1.43								
	DS1 DCS Termination with DSD Switching					21.64		24.81	19.09								
	DS1 DCS Termination with DS1 Switching					7.32		17.93	12.22								
	DS3 DCS Termination with DS1 Switching					136.07		24.81	19.09								
	Node (SynchroNet)																
	Node per month			UNCIX	UNCNT	16.00											
	Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement			U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNCIX	URETD		100.82	42.93									
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)			U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, ULDDX, UNCVX, UNCDX, UNCIX	URETB		3.18	3.18									
	NRC - Order Coordination Specific Time - Dedicated Transport			UNCIX, UNCIX	OCOSR		18.89	18.89									
COMMINGLING																	
	Commingling Authorization			UNCIX, UNCDX, UNCIX, UNCIX, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00									
	Commingled (UNE part of single bandwidth circuit)																
	Commingled VG COCI			XDV2X	1D1VG	0.4329	54.14	17.51									
	Commingled Digital COCI			XDV6X	1D1DD	0.9199	54.14	17.51									
	Commingled ISDN COCI			XDD4X	UC1CA	1.53	54.14	17.51									
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	12.12	131.81	78.34									
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	10.19	131.81	78.34									
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	7.47	131.81	78.34									
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	7.47	131.81	78.34									

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UNBUNDLED NETWORK ELEMENTS - North Carolina														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
						XDV2X, XDV6X, XDD4X	1L5XX	0.0095									
		Commingled VG/DS0 Interoffice Channel per mile				XDV2X	UEAL2	11.96	385.26	72.08							
		Commingled 2-wire Local Loop Zone 1	1			XDV2X	UEAL2	17.36	385.26	72.08							
		Commingled 2-wire Local Loop Zone 2	2			XDV2X	UEAL2	25.23	385.26	72.08							
		Commingled 2-wire Local Loop Zone 3	3			XDV2X	UEAL2	19.52	385.26	72.08							
		Commingled 4-wire Local Loop Zone 1	1			XDV6X	UEAL4	24.74	385.26	72.08							
		Commingled 4-wire Local Loop Zone 2	2			XDV6X	UEAL4	46.11	385.26	72.08							
		Commingled 4-wire Local Loop Zone 3	3			XDV6X	UEAL4	21.98	385.26	72.08							
		Commingled 56kbps Local Loop Zone 1	1			XDD4X	UDL56	27.58	385.26	72.08							
		Commingled 56kbps Local Loop Zone 2	2			XDD4X	UDL56	43.08	385.26	72.08							
		Commingled 56kbps Local Loop Zone 3	3			XDD4X	UDL56	21.98	385.26	72.08							
		Commingled 64kbps Local Loop Zone 1	1			XDD4X	UDL64	27.58	385.26	72.08							
		Commingled 64kbps Local Loop Zone 2	2			XDD4X	UDL64	43.08	385.26	72.08							
		Commingled 64kbps Local Loop Zone 3	3			XDD4X	UDL64	19.78	385.26	72.08							
		Commingled ISDN Local Loop Zone 1	1			XDD4X	U1L2X	26.16	385.26	72.08							
		Commingled ISDN Local Loop Zone 2	2			XDD4X	U1L2X	35.37	385.26	72.08							
		Commingled ISDN Local Loop Zone 3	3			XDD4X	U1L2X	8.43	54.14	17.51							
		Commingled DS1 COCI				XDH1X	UC101	31.06	234.02	162.52							
		Commingled DS1 Interoffice Channel Facility Termination				XDH1X	U1TF1	0.1938									
		Commingled DS1 Interoffice Channel per mile				XDH1X	1L5XX	70.84	170.57								
		Commingled DS1/DS0 Channel System				XDH1X	MO1	63.62	412.03	139.55							
		Commingled DS1 Local Loop Zone 1	1			XDH1X	USLXX	104.40	412.03	139.55							
		Commingled DS1 Local Loop Zone 2	2			XDH1X	USLXX	210.22	412.03	139.55							
		Commingled DS1 Local Loop Zone 3	3			XDH1X	USLXX	229.90	3,073.55	1,245.84							
		Commingled DS3 Local Loop Facility Termination				HFQC6	UE3PX	12.95									
		Commingled DS3/STS-1 Local Loop per mile				HFQC6, HFRST	1L5ND	257.82	3,073.55	1,245.84							
		Commingled STS-1 Local Loop Facility Termination				HFRST	UDLS1	84.32									
		Commingled DS3/DS1 Channel System				HFQC6	MO3	329.91	802.81	146.02							
		Commingled DS3 Interoffice Channel Facility Termination				HFQC6	U1TF3	4.44									
		Commingled DS3 Interoffice Channel per mile				HFQC6	1L5XX	339.20	802.81	146.02							
		Commingled STS-1 Interoffice Channel Facility Termination				HFRST	U1TFS	4.44									
		Commingled STS-1 Interoffice Channel per mile				HFRST	1L5XX										
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof				HEQDL	1L5DF	24.77									
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof				HEQDL	UDF14		620.60	133.88							
		UNE to Commingled Conversion Tracking				XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00					
		SPA to Commingled Conversion Tracking				XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00					
LNP Query Service																	
		LNP Charge Per query						0.0007579									
		LNP Service Establishment Manual							12.16								
		LNP Service Provisioning with Point Code Establishment							576.33	294.43							
911 PBX LOCATE																	
911 PBX LOCATE DATABASE CAPABILITY																	
		Service Establishment per CLEC per End User Account				9PBDC	9PBEU		1,823.00								
		Changes to TN Range or Customer Profile				9PBDC	9PBTN		182.45								
		Per Telephone Number (Monthly)				9PBDC	9PBMM	0.07									
		Change Company (Service Provider) ID				9PBDC	9PBPC		535.57								
		PBX Locate Service Support per CLEC (Monthly)				9PBDC	9PBMR	165.63									
		Service Order Charge				9PBDC	9PBSC		15.20								
911 PBX LOCATE TRANSPORT COMPONENT																	
See Att 3																	
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																	

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UNBUNDLED NETWORK ELEMENTS - South Carolina														Att: 2 Exh: A									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
														First	Add'l	First	Add'l						
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																							
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																							
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																							
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to AT&T.																							
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only					SOME C		3.50	0.00	3.50	0.00												
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only					SOMAN		15.69	0.00	1.97	0.00												
UNE SERVICE DATE ADVANCEMENT CHARGE																							
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																							
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day					SDASP		200.00															
ORDER MODIFICATION CHARGE																							
	Order Modification Charge (OMC)							26.21	0.00	0.00	0.00												
	Order Modification Additional Dispatch Charge (OMCAD)							150.00	0.00	0.00	0.00												
UNBUNDLED EXCHANGE ACCESS LOOP																							
2-WIRE ANALOG VOICE GRADE LOOP																							
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	14.94	37.92	17.62	23.56	5.32													
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.39	37.92	17.62	23.56	5.32													
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.72	37.92	17.62	23.56	5.32													
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	14.94	37.92	17.62	23.56	5.32													
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	21.39	37.92	17.62	23.56	5.32													
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.72	37.92	17.62	23.56	5.32													
	Tag Loop at End User Premise			UEANL	URETL		8.95	0.88															
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00															
	Loop Testing - Basic Additional Half Hour			UEANL	URET2		19.90	19.90															
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.17	8.17															
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.13	18.13															

UNBUNDLED NETWORK ELEMENTS - South Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A						
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.47	13.47							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.81	8.96	23.56	5.32					
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.92	17.62	23.56	5.32					
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.17	8.17							
2-WIRE UNBUNDLED COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42					
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42					
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42					
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.95	0.88							
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.23	0.00							
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.90	19.90							
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.17	8.17							
	Unbundled Copper Loop - Non-Design billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.47	13.47							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.30	7.45	22.66	4.42					
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		36.40	16.10	22.66	4.42					
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.17	8.17							
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.68	105.98	68.43	53.05	10.61					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	23.13	105.98	68.43	53.05	10.61					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.46	105.98	68.43	53.05	10.61					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.68	105.98	68.43	53.05	10.61					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	23.13	105.98	68.43	53.05	10.61					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.46	105.98	68.43	53.05	10.61					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		24.88	3.51							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		26.37	4.99							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.90	36.44							
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.24	1.10							
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		105.98	68.43							
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00							
4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	32.59	132.38	94.83	59.35	14.61					
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	43.89	132.38	94.83	59.35	14.61					
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	43.38	132.38	94.83	59.35	14.61					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		24.88	3.51							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		26.37	4.99							
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.90	36.44							
2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	25.21	117.58	80.03	53.05	10.61					
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61					
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61					
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.82	44.25							
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.19	120.84	70.56	50.37	7.93					

UNBUNDLED NETWORK ELEMENTS - South Carolina

Att: 2 Exh: A																							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l											
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
														First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	13.71	120.84	70.56	50.37	7.93													
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93													
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93													
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93													
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.38	40.48															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																							
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.58	129.52	79.24	50.37	7.93													
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93													
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93													
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93													
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93													
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.40	104.49	66.50	50.37	7.93													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.32	40.48															
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																							
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02	158.18	107.89	55.12	10.38													
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38													
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38													
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38													
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38													
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38													
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.32	40.48															
4-WIRE DS1 DIGITAL LOOP																							
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.51	253.03	157.89	44.80	11.73													
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	136.00	253.03	157.89	44.80	11.73													
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	229.15	253.03	157.89	44.80	11.73													
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES1		24.88	3.51															
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES2		26.37	4.99															
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.30	43.13															
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																							
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	29.93	126.66	89.12	59.35	14.61													
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	33.99	126.66	89.12	59.35	14.61													
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	34.74	126.66	89.12	59.35	14.61													
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	29.93	126.66	89.12	59.35	14.61													
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	33.99	126.66	89.12	59.35	14.61													
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	34.74	126.66	89.12	59.35	14.61													
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	29.93	126.66	89.12	59.35	14.61													
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	33.99	126.66	89.12	59.35	14.61													
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	34.74	126.66	89.12	59.35	14.61													
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	29.93	126.66	89.12	59.35	14.61													
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61													

UNBUNDLED NETWORK ELEMENTS - South Carolina											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.34	49.85								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		94.87	42.57								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		94.87	42.57								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.13									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.90	36.44								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.90	36.44								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.82	44.25								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.34	49.85								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.30	43.13								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	16.68	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	28.46	105.98	68.43	53.05	10.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
									OSS Rates(\$)							
						Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	16.68	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	28.46	105.98	68.43	53.05	10.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.90	36.44								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.24	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	32.59	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	43.89	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.90	36.44								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.51	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	136.00	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	229.15	253.03	157.89	44.80	11.73						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.30	43.13								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	34.74	126.66	89.12	59.35	14.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.34	49.85								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCOD1	OCOSL		18.13									
MAINTENANCE OF SERVICE																

UNBUNDLED NETWORK ELEMENTS - South Carolina

RATE ELEMENTS - South Carolina						Att: 2 Exh: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCOD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNC5X, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCOD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNC5X, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCOD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNC5X, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.46	32.46								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft. per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.46	32.46								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.48	32.48								
SUB-LOOPS																
Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		241.42	241.42								
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.69	22.69								
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.84	177.84								
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.58	55.58								

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A						
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
OSS Rates(\$)															
						Rec	Nonrecurring		Nonrecurring Disconnect		SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71					
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17							
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09					
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09					
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17							
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.41	53.13	18.21	45.35	6.71					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17							
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.36	59.38	24.47	49.82	9.09					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17							
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00							
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90							
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71					
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17							
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09					
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09					
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17							
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88							
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.23	0.00							
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.90	19.90							
Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load			UEF	ULM2X		176.17	5.11							
	Coil/Equip Removal per 2-W PR														
	Unbundled Sub-loop Modification - 4-W Copper Dist Load			UEF	ULM4X		176.17	5.11							
	Coil/Equip Removal per 4-W PR														
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.82	6.13							
Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20							
Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.68	28.79							
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		64.42	49.53							
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92							
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92							
UNE OTHER, PROVISIONING ONLY - NO RATE															
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00								
	Unbundled Contact Name, Provisioning Only - no rate														
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00								
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate														
				USL, NTCD1	CCOEF		0.00								
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX		0.00	0.00							
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE		0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - South Carolina											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLV		24.04	24.04								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		25.49	25.49								
	Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.34	0.34								
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	37.09		20.07	9.85						
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	37.09	21.24	20.07	9.85						
END USER ORDERING - REMOTE SITE LINE SPLITTING																
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	14.94	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	14.94	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.39	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.39	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.72	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.72	37.92	17.62	23.56	5.32						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PEILS	0.0341	12.32	11.83	6.04	5.45						
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VEILS	0.0317	12.32	11.83	6.04	5.45						
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0167										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0167										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.3415										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	8.02										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	880.65	279.37	163.12	60.33	58.59						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	8.02										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	880.55	279.37	163.12	60.33	58.59						
UNBUNDLED DARK FIBER																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	36.41										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		640.51	138.17	317.76	198.11						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.26										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	306.36	452.52	264.53	119.75	83.77						
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	12.26										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	313.49	452.52	264.53	119.75	83.77						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Alt: 2 Exh: A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN
ENHANCED EXTENDED LINK (EELs)																
Network Elements Used in Combinations																
	2-Wire VG Loop (SL2) in Combination - Zone 1			1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61					
	2-Wire VG Loop (SL2) in Combination - Zone 2			2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61					
	2-Wire VG Loop (SL2) in Combination - Zone 3			3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61					
	4-Wire Analog Voice Grade Loop in Combination - Zone 1			1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61					
	4-Wire Analog Voice Grade Loop in Combination - Zone 2			2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61					
	4-Wire Analog Voice Grade Loop in Combination - Zone 3			3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61					
	2-Wire ISDN Loop in Combination - Zone 1			1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61					
	2-Wire ISDN Loop in Combination - Zone 2			2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61					
	2-Wire ISDN Loop in Combination - Zone 3			3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1			1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2			2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3			3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1			1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2			2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3			3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61					
	4-Wire DS1 Digital Loop in Combination - Zone 1			1	UNC1X	USLXX	79.51	253.03	157.89	44.80	11.73					
	4-Wire DS1 Digital Loop in Combination - Zone 2			2	UNC1X	USLXX	136.00	253.03	157.89	44.80	11.73					
	4-Wire DS1 Digital Loop in Combination - Zone 3			3	UNC1X	USLXX	229.15	253.03	157.89	44.80	11.73					
	DS3 Local Loop in combination - per mile				UNC3X	1L5ND	12.26									
	DS3 Local Loop in combination - Facility Termination				UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77					
	STS-1 Local Loop in combination - per mile				UNC3X	1L5ND	12.26									
	STS-1 Local Loop in combination - Facility Termination				UNC3X	UDLS1	313.49	452.52	264.53	119.75	83.77					
	Interface Channel in combination - 2-wire VG - per mile				UNCVX	1L5XX	0.0167									
	Interface Channel in combination - 2-wire VG - Facility Termination				UNCVX	U1TV2	24.30	40.63	27.47	16.77	6.91					
	Interface Channel in combination - 4-wire VG - per mile				UNCVX	1L5XX	0.0167									
	Interface Channel in combination - 4-wire VG - Facility Termination				UNCVX	U1TV4	21.29	40.63	27.47	16.77	6.91					
	Interface Channel in combination - 4-wire 56 kbps - per mile				UNCDX	1L5XX	0.0167									
	Interface Channel in combination - 4-wire 56 kbps - Facility Termination				UNCDX	U1TD5	16.76	40.63	27.47	16.77	6.91					
	Interface Channel in combination - 4-wire 64 kbps - per mile				UNCDX	1L5XX	0.0167									
	Interface Channel in combination - 4-wire 64 kbps - Facility Termination				UNCDX	U1TD6	16.76	40.63	27.47	16.77	6.91					
	Interface Channel in combination - DS1 - per mile				UNC1X	1L5XX	0.3415									
	Interface Channel in combination - DS1 Facility Termination				UNC1X	U1TF1	77.14	89.47	61.99	16.39	14.48					
	Interface Channel in combination - DS3 - per mile				UNC3X	1L5XX	8.02									
	Interface Channel in combination - DS3 - Facility Termination				UNC3X	U1TF3	880.65	279.37	163.12	60.33	58.59					
	Interface Channel in combination - STS-1 - per mile				UNC3X	1L5XX	8.02									
	Interface Channel in combination - STS-1 Facility Termination				UNC3X	U1TF5	880.55	279.37	163.12	60.33	58.59					
ADDITIONAL NETWORK ELEMENTS																
Optional Features & Functions:																
	Clear Channel Capability Extended Frame Option - per DS1		I		U1TD1, ULDD1, UNC1X	CCOEF		0.00								
	Clear Channel Capability Super Frame Option - per DS1		I		U1TD1, ULDD1, UNC1X	CCOSF		0.00								
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1		I		U1TD1, U1TD1, UNC1X, USL	NRCCC		185.26	23.86	1.99	0.78					
	C-bit Parity Option - Subsequent Activity - per DS3		I		U1TD3, ULDD3, UE3, UNC3X	NRCCC3		219.58	7.69	0.737	0.00					
	DS1/DS0 Channel System				UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81					
	DS3/DS1 Channel System				UNC3X, UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90					
	Voice Grade COCI in combination				UNCVX	1D1VG	0.56	6.59	4.73							
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop				UEA	1D1VG	0.56	6.59	4.73							
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation				U1TUC	1D1VG	0.56	6.59	4.73							
	OCU-DP COCI (2.4-64Kbps) in combination				UNC0X	1D1DD	1.19	6.59	4.73							
	OCU-DP COCI (2.4-64Kbps) - for Unbundled Digital Loop				UDL	1D1DD	1.19	6.59	4.73							
	OCU-DP COCI (2.4-64Kbps) - for connection to a channelized DS1 Local Channel in the same SWC as collocation				U1TUD	1D1DD	1.19	6.59	4.73							
	2-wire ISDN COCI (BRITE) in combination				UNCNX	UC1CA	2.56	6.59	4.73							

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UNBUNDLED NETWORK ELEMENTS - South Carolina														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.56	6.59	4.73									
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.56	6.59	4.73									
	DS1 COCI in combination			UNC1X	UC1D1	8.64	6.59	4.73									
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	8.64	6.59	4.73									
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	8.64	6.59	4.73									
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	8.64	6.59	4.73									
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	8.64	6.59	4.73									
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQ6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNC1X	UNCCC		5.61	5.61									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES L		40.27	13.52									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES P		23.80	12.11									
	Access to DCS - Customer Reconfiguration (FlexServ)																
	Customer Reconfiguration Establishment						1.48		1.85								
	DS1 DCS Termination with DS0 Switching					27.96	25.60	19.70	16.67	13.41							
	DS1 DCS Termination with DS1 Switching					12.67	18.51	12.61	12.24	8.98							
	DS3 DCS Termination with DS1 Switching					176.51	25.60	19.70	16.67	13.41							
	Node (SynchroNet)																
	Node per month			UNCDX	UNCNT	14.55											
	Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement		I	U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, UNCDX, UNCVX, UNCDX, UNC1X	URETD		101.30	43.13									
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)		I	U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, UNCDX, UNCVX, UNCDX, UNC1X	URETB		3.66	3.66									
	NRC - Order Coordination Specific Time - Dedicated Transport		I	UNC1X, UNC3X	OCOSR		18.90	18.90									
COMMINGLING																	
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDL5X, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)																
	Commingled VG COCI			XDV2X	1D1VG	0.56	6.59	4.73									
	Commingled Digital COCI			XDV6X	1D1DD	1.19	6.59	4.73									
	Commingled ISDN COCI			XDD4X	UC1CA	2.56	6.59	4.73									
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	24.30	40.63	27.47	16.77	6.91							
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	21.29	40.63	27.47	16.77	6.91							
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	16.76	40.63	27.47	16.77	6.91							
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	16.76	40.63	27.47	16.77	6.91							
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0167											
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	16.68	105.98	68.43	53.05	10.61							
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	23.13	105.98	68.43	53.05	10.61							
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	28.46	105.98	68.43	53.05	10.61							

UNBUNDLED NETWORK ELEMENTS - South Carolina

UNBUNDLED NETWORK ELEMENTS - South Carolina											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN				
											SOMAN	SOMAN				
	Commingle 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	32.59	132.38	94.83	59.35	14.61						
	Commingle 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	43.89	132.38	94.83	59.35	14.61						
	Commingle 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Commingle 56kbps Local Loop Zone 1		1	XDD4X	UDL56	29.93	126.66	89.12	59.35	14.61						
	Commingle 56kbps Local Loop Zone 2		2	XDD4X	UDL56	33.99	126.66	89.12	59.35	14.61						
	Commingle 56kbps Local Loop Zone 3		3	XDD4X	UDL56	34.74	126.66	89.12	59.35	14.61						
	Commingle 64kbps Local Loop Zone 1		1	XDD4X	UDL64	29.93	126.66	89.12	59.35	14.61						
	Commingle 64kbps Local Loop Zone 2		2	XDD4X	UDL64	33.99	126.66	89.12	59.35	14.61						
	Commingle 64kbps Local Loop Zone 3		3	XDD4X	UDL64	34.74	126.66	89.12	59.35	14.61						
	Commingle ISDN Local Loop Zone 1		1	XDD4X	U1L2X	25.21	117.58	80.03	53.05	10.61						
	Commingle ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.76	117.58	80.03	53.05	10.61						
	Commingle ISDN Local Loop Zone 3		3	XDD4X	U1L2X	37.70	117.58	80.03	53.05	10.61						
	Commingle DS1 COCI			XDH1X	UC1D1	8.64	6.59	4.73								
	Commingle DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Commingle DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.3415										
	Commingle DS1/DS0 Channel System			XDH1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	Commingle DS1 Local Loop Zone 1		1	XDH1X	USLXX	79.51	253.03	157.89	44.80	11.73						
	Commingle DS1 Local Loop Zone 2		2	XDH1X	USLXX	136.00	253.03	157.89	44.80	11.73						
	Commingle DS1 Local Loop Zone 3		3	XDH1X	USLXX	229.15	253.03	157.89	44.80	11.73						
	Commingle DS3 Local Loop Facility Termination			HFQC6	UE3PX	306.36	452.52	264.53	119.75	83.77						
	Commingle DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1LSND	12.26										
	Commingle STS-1 Local Loop Facility Termination			HFRST	UDLS1	313.49	452.52	264.53	119.75	83.77						
	Commingle DS3/DS1 Channel System			HFQC6	MQ3	144.02	178.54	94.18	33.33	31.90						
	Commingle DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	880.65	279.37	163.12	60.33	58.59						
	Commingle DS3 Interoffice Channel per mile			HFQC6	1L5XX	8.02										
	Commingle STS-1 Interoffice Channel Facility Termination			HFRST	U1TFS	880.55	279.37	163.12	60.33	58.59						
	Commingle STS-1 Interoffice Channel per mile			HFRST	1L5XX	8.02										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	36.41										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		640.51	138.17	317.76	198.11						
	UNE to Commingle Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingle Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0008837										
	LNP Service Establishment Manual						25.09	25.09	23.07	23.07						
	LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18						
911 PBX LOCATE																
911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00									
	Charges to TN Range or Customer Profile			9PBDC	9PBTN		181.40									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.48									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	181.29										
	Service Order Charge			9PBDC	9PBSC		15.69									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

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UNBUNDLED NETWORK ELEMENTS - Tennessee											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First							Add'l
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECH rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMECH rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to AT&T.																
NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**																
OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only																
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
															</	

UNBUNDLED NETWORK ELEMENTS - Tennessee

UNBUNDLED NETWORK ELEMENTS - Tennessee											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		25.33	25.33								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.80	8.95	10.65	1.41			20.35	10.54	13.32	13.32
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		31.99	20.02	10.65	1.41						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		36.52	36.52								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Tag Loop at End User Premise			UEQ	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		37.44	37.44								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		25.33	25.33					20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.29	7.44	10.65	1.41			20.35	10.54	13.32	13.32
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		31.99	20.02	10.65	1.41						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		36.52	36.52								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.23	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		75.06	48.20								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES1		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.77	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.63	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	49.47	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.30	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A			
													Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			OSS Rates(\$)			
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.43	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	30.77	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.30	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	18.43	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	30.77	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement, change in loop facility per circuit			UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.64	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.44	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	24.12	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.64	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	14.44	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	24.12	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement, change in loop facility per circuit			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.40	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.58	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.03	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.40	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.58	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.03	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement, change in loop facility per circuit			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	51.38	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	76.98	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	128.54	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES1		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES2		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility per circuit			USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	69.24	207.01	141.38	90.70	44.18						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.68	207.01	141.38	90.70	44.18						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	41.47	207.01	141.38	90.70	44.18						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee

UNBUNDLED NETWORK ELEMENTS - Tennessee											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1
						Rec	Nonrecurring First	Add1	Nonrecurring First	Nonrecurring Disconnect Add1						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	69.24	207.01	141.38	90.70	44.18				20.35	10.54	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.68	207.01	141.38	90.70	44.18				20.35	10.54	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	41.47	207.01	141.38	90.70	44.18				20.35	10.54	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	69.24	207.01	141.38	90.70	44.18				20.35	10.54	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.68	207.01	141.38	90.70	44.18				20.35	10.54	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	41.47	207.01	141.38	90.70	44.18				20.35	10.54	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	69.24	207.01	141.38	90.70	44.18				20.35	10.54	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES1		23.42	3.30						20.35	10.54	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES2		24.82	4.70								13.32
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.26	49.82						20.35	10.54	13.32
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41				20.35	10.54	13.32
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41				20.35	10.54	13.32
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	29.37	31.99	20.02	10.65	1.41				20.35	10.54	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41				20.35	10.54	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.59	31.99	20.02	10.65	1.41				20.35	10.54	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41				20.35	10.54	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52						20.35	10.54	13.32
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		31.99	20.02						20.35	10.54	13.32
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16				20.35	10.54	13.32
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	32.93	122.76	85.57	76.35	39.16				20.35	10.54	13.32
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16				20.35	10.54	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16				20.35	10.54	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16				20.35	10.54	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	54.99	122.76	85.57	76.35	39.16				20.35	10.54	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52						20.35	10.54	13.32
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		31.99	20.02						20.35	10.54	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		34.29									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		75.06	36.41								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		75.06	36.41								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.77	44.22								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.28	49.82								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		130.47	40.11								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.74	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	22.08	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.87	75.06	48.20	28.70	17.64						

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A			
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect				SOMECD	SOMAN	SOMAN	SOMAN
									First	Add'l	OSS Rates(\$)					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.74	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	22.08	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.87	75.06	48.20	28.70	17.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		75.06	36.41								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.23	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	21.98	122.76	85.57	76.35	39.16						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	32.93	122.76	85.57	76.35	39.16						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	54.99	122.76	85.57	76.35	39.16						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		75.06	36.41								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	51.38	313.08	219.72	96.86	40.45						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	76.98	313.08	219.72	96.86	40.45						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	128.54	313.08	219.72	96.86	40.45						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		130.47	40.11								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.68	207.01	141.38	90.70	44.18						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	41.47	207.01	141.38	90.70	44.18						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	69.24	207.01	141.38	90.70	44.18						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.28	49.92								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD	OCOSL		34.29									
MAINTENANCE OF SERVICE																

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UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Alt: 2 Exh: A							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC01, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC01, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	55.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC01, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
Service Order charges will only apply once per Loop																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44								
SUB-LOOPS																
Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee

UNBUNDLED NETWORK ELEMENTS - Tennessee												Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECE	SOMAN	OSS Rates(\$)				
													SOMAN	SOMAN	SOMAN	SOMAN	
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide			UEANL	USBN2	10.02	148.84	112.34	73.14	36.65				20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52									
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.54	106.85	51.20	74.08	11.55				20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.80	106.85	51.20	74.08	11.55				20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.36	106.85	51.20	74.08	11.55				20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52									
	Sub-Loop 2-Wire IntraBuilding Network Cable (INC)			UEANL	USBR2	1.35	94.56	29.35						20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52									
	Sub-Loop 4-Wire IntraBuilding Network Cable (INC)			UEANL	USBR4	2.26	116.14	37.19						20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52									
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00									
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44									
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	4.67	81.40	25.75	70.82	9.55				20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	6.99	81.40	25.75	70.82	9.55				20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.67	81.40	25.75	70.82	9.55				20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		36.52	36.52									
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.85	81.74	26.08	74.08	11.55				20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.76	81.74	26.08	74.08	11.55				20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.63	81.74	26.08	74.08	11.55				20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		36.52	36.52									
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88									
	Loop Testing - Basic 1st Half Hour			UEF	URET1		57.67	0.00									
	Loop Testing - Basic Additional Half Hour			UEF	URETA		37.44	37.44									
Unbundled Sub-Loop Modification																	
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load			UEF	ULM2X		335.36	7.82									
	Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82									
	Unbundled Sub-loop Modification - 4-W Copper Dist Load			UEF	ULM4X		335.36	7.82									
	Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82									
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		528.48	9.74									
Unbundled Network Terminating Wire (UNTW)																	
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4555	2.48	2.48	0.5814	0.5814				20.35	10.54	13.32	13.32
Network Interface Device (NID)																	
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		63.46	31.06	0.6391	0.6391				20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.46	31.06	0.6522	0.6522				20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.75	8.75						20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.75	8.75						20.35	10.54	13.32	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE																	
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00										
	Unbundled Contact Name, Provisioning Only - no rate			USL, NTCD1	CCOSF												
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOEF												
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF												
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX		0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE		0.00	0.00									
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		0.76	0.76						20.35	10.54	13.32	13.32

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UNBUNDLED NETWORK ELEMENTS - Tennessee														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		0.76	0.76					20.35	10.54	13.32	13.32	
	Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.76	0.76					20.35	10.54	13.32	13.32	
LINE SPLITTING																	
END USER ORDERING-CENTRAL OFFICE BASED																	
	Line Splitting - per line activation CLEC owned splitter			UEPSR UEPSB	UREOS	0.61											
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32	
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32	
END USER ORDERING - REMOTE SITE LINE SPLITTING																	
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	53.40	21.61	6.70	6.70			0.00	0.00	0.00	0.00	
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		50.57	20.06					0.00	0.00	0.00	0.00	
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
PHYSICAL COLLOCATION																	
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.6475	11.62	9.90	10.38	8.66			0.00	0.00	0.00	0.00	
VIRTUAL COLLOCATION																	
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41	
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - Stand Alone																	
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0174											
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54	
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0174											
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54	
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0174											
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08	9.80	10.54	
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0174											
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54	
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0174											
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54	
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.3562											
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09	9.80	10.54	
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	2.34											
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01	
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	2.34											
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01	
UNBUNDLED DARK FIBER - Stand Alone or in Combination																	
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L50F	28.74											
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,121.00	153.19	580.26	357.17							
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																	
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.19											
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01	
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	9.19											

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A						
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	389.35	595.37	304.50	234.83	170.16			OSS Rates(\$)						
ENHANCED EXTENDED LINK (EELs)														36.84	36.84	19.01	19.01		
Network Elements Used in Combinations																			
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86					31.26	10.42			
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.08	108.76	35.47	72.94	10.86					31.26	10.42			
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86					31.26	10.42			
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86					31.26	10.42			
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86					31.26	10.42			
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86					31.26	10.42			
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86					31.26	10.42			
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86					31.26	10.42			
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86					31.26	10.42			
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDLS6	27.68	108.76	35.47	72.94	10.86					20.35	10.54	13.32		
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDLS6	41.47	108.76	35.47	72.94	10.86					20.35	10.54	13.32		
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDLS6	69.24	108.76	35.47	72.94	10.86					20.35	10.54	13.32		
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.68	108.76	35.47	72.94	10.86					20.35	10.54	13.32		
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86					20.35	10.54	13.32		
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86					20.35	10.54	13.32		
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88					18.98	8.43	11.95		
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88					18.98	8.43	11.95		
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88					18.98	8.43	11.95		
	DS3 Local Loop in combination - per mile			UNC3X	1LSND	9.19									36.84	36.84	19.01		
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	374.24	1,260.47	628.84	106.78	45.24					36.84	36.84	19.01		
	STS-1 Local Loop in combination - per mile			UNC3X	1LSND	9.19									36.84	36.84	19.01		
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	389.35	1,260.47	628.84	79.87	24.88					36.84	36.84	19.01		
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1LSXX	0.0174									20.35	21.09	9.80		
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	18.58	79.83	44.08	69.32	31.00					20.35	21.09	9.80		
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1LSXX	0.0174									15.08	15.08	8.66		
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	24.09	79.83	44.08	69.32	31.00					20.35	21.09	9.80		
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1LSXX	0.0174									20.35	21.09	9.80		
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00					20.35	21.09	9.80		
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1LSXX	0.0174									20.35	21.09	9.80		
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00					20.35	21.09	9.80		
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1LSXX	0.3562									20.35	21.09	9.80		
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90					20.35	21.09	9.80		
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1LSXX	2.34									36.84	36.84	19.01		
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	848.99	482.01	153.81	64.43	35.43					36.84	36.84	19.01		
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1LSXX	2.34									36.84	36.84	19.01		
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	849.30	482.01	153.81	64.43	35.43					36.84	36.84	19.01		
ADDITIONAL NETWORK ELEMENTS																			
Optional Features & Functions:																			
	Clear Channel Capability Extended Frame Option - per DS1				U1TD1, ULDD1, UNC1X	CCOEF	0.00	0.00	0.00	0.00									
	Clear Channel Capability Super Frame Option - per DS1				U1TD1, ULDD1, UNC1X	CCOSF	0.00	0.00	0.00	0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1				U1TD1, U1TD1, UNC1X, USL	NRCCC	185.16	23.86	2.03	0.79									
	C-bit Parity Option - Subsequent Activity - per DS3				U1TD3, ULDD3, UE3, UNC3X	NRCC3	219.46	7.68	0.7637										
	DS1/DS0 Channel System				UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74								
	DS3/DS1 Channel System				UNC3X, UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77				20.35	9.80	11.49		
	Voice Grade COCI in combination				UNCVX	1D1VG	1.82	5.70	4.42										
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop				UEA	1D1VG	1.82	5.70	4.42										
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation				U1TUC	1D1VG	1.82	5.70	4.42										
	OCU-DP COCI (2.4-64Kbps) in combination				UNCDX	1D1DD	0.91	5.70	4.42						20.35	9.80	11.49		
	OCU-DP COCI (2.4-64Kbps) - for Unbundled Digital Loop				UDL	1D1DD	0.91	5.70	4.42										
	OCU-DP COCI (2.4-64Kbps) - for connection to a channelized DS1 Local Channel in the same SWC as collocation				U1TUD	1D1DD	0.91	5.70	4.42										

UNBUNDLED NETWORK ELEMENTS - Tennessee											Att: 2 Exh: A					
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						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	17.58	5.70	4.42						20.35	9.80	11.49
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	17.58	5.70	4.42								1.18
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	17.58	5.70	4.42								
	DS1 COCI in combination			UNCIX	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	17.58	5.70	4.42								
	Wholesale - UNE Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNCIX, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		52.73	24.62	9.12	9.12						
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES L		34.53	15.11								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES P		1.40	1.40								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						2.78		3.32							
	DS1 DCS Termination with DS0 Switching					23.35	41.14	34.25	29.94	24.08						
	DS1 DCS Termination with DS1 Switching					13.45	27.79	20.90	21.99	16.12						
	DS3 DCS Termination with DS1 Switching					150.88	41.14	34.25	29.94	24.08						
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	17.11										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, UNCDX, UNCVX, UNCDX, UNCIX	URETD		130.47	40.11								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDDX, UNCDX, UNCVX, UNCDX, UNCIX	URETB		3.44	3.44								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNCIX, UNC3X	OCOSR		18.93	18.93								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNCIX, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	1.82	5.70	4.42								
	Commingled Digital COCI			XDV6X	1D1DD	0.91	5.70	4.42								
	Commingled ISDN COCI			XDD4X	UC1CA	17.58	5.70	4.42								
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	18.58	79.83	44.08	69.32	31.00						
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	24.09	79.83	44.08	69.32	31.00						
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	17.98	79.83	44.08	69.32	31.00						
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	17.98	79.83	44.08	69.32	31.00						
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1LSXX	0.0174										
	Commingled 2-wire Local Loop Zone 1	1		XDV2X	UEAL2	14.74	108.76	35.47	72.94	10.86						
	Commingled 2-wire Local Loop Zone 2	2		XDV2X	UEAL2	22.08	108.76	35.47	72.94	10.86						

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UNBUNDLED NETWORK ELEMENTS - Tennessee													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	OSS Rates(\$)					SOMAN	SOMAN			
	Commingle 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.87	108.76	35.47	72.94	10.86						
	Commingle 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	21.98	108.76	35.47	72.94	10.86						
	Commingle 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	32.93	108.76	35.47	72.94	10.86						
	Commingle 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	54.99	108.76	35.47	72.94	10.86						
	Commingle 56kbps Local Loop Zone 1		1	XDD4X	UDL56	27.68	108.76	35.47	72.94	10.86						
	Commingle 56kbps Local Loop Zone 2		2	XDD4X	UDL56	41.47	108.76	35.47	72.94	10.86						
	Commingle 56kbps Local Loop Zone 3		3	XDD4X	UDL56	69.24	108.76	35.47	72.94	10.86						
	Commingle 64kbps Local Loop Zone 1		1	XDD4X	UDL64	27.68	108.76	35.47	72.94	10.86						
	Commingle 64kbps Local Loop Zone 2		2	XDD4X	UDL64	41.47	108.76	35.47	72.94	10.86						
	Commingle 64kbps Local Loop Zone 3		3	XDD4X	UDL64	69.24	108.76	35.47	72.94	10.86						
	Commingle ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.77	108.76	35.47	72.94	10.86						
	Commingle ISDN Local Loop Zone 2		2	XDD4X	U1L2X	29.63	108.76	35.47	72.94	10.86						
	Commingle ISDN Local Loop Zone 3		3	XDD4X	U1L2X	49.47	108.76	35.47	72.94	10.86						
	Commingle DS1 COCI			XDH1X	UC1D1	17.58	5.70	4.42								
	Commingle DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	77.86	171.24	113.12	70.07	30.90						
	Commingle DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.3562										
	Commingle DS1/DS0 channelSystem			XDH1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	Commingle DS1 Local Loop Zone 1		1	XDH1X	USLXX	51.38	228.40	161.74	79.87	24.88						
	Commingle DS1 Local Loop Zone 2		2	XDH1X	USLXX	76.98	228.40	161.74	79.87	24.88						
	Commingle DS1 Local Loop Zone 3		3	XDH1X	USLXX	128.54	228.40	161.74	79.87	24.88						
	Commingle DS3 Local Loop Facility Termination			HFQC6	UE3PX	374.24	1,260.47	628.84	106.78	45.24						
	Commingle DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	9.19										
	Commingle STS-1 Local Loop Facility Termination			HFRST	UDLS1	389.35	1,260.47	628.84	79.87	24.88						
	Commingle DS3/DS1 channelSystem			HFQC6	MQ3	222.98	156.02	49.41	17.12	6.77						
	Commingle DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	848.99	482.01	153.81	64.43	35.43						
	Commingle DS3 Interoffice Channel per mile			HFQC6	1L5XX	2.34										
	Commingle STS-1 Interoffice Channel Facility Termination			HFRST	U1TFS	849.30	482.01	153.81	64.43	35.43						
	Commingle STS-1 Interoffice Channel per mile			HFRST	1L5XX	2.34										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	28.74										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		1,121.00	153.19	580.26	357.17						
	UNE to Commingle Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingle Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0039277										
	LNP Service Establishment Manual						23.60	13.83	23.60	12.71						
	LNP Service Provisioning with Point Code Establishment						1,119.00	571.71	1,119.00	571.71						
911 PBX LOCATE																
911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,706.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		170.69									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		501.06									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	191.92										
	Service Order Charge			9PBDC	9PBSC		23.20									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

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UNBUNDLED NETWORK ELEMENTS - Alabama

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2 Exh. B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.05										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.70										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.16										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.05										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.70										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.16										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.89										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.54										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.89										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.54										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	94.93										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	177.31										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	361.70										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.64										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.98										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.64										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	367.80										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	69.18										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.70										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	809.05										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.70										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	806.58										
UNBUNDLED DARK FIBER - Stand Alone or in Combination																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	25.69										
UNBUNDLED EXTENDED LINK (EELs)																

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UNBUNDLED NETWORK ELEMENTS - Alabama

UNRESERVED NETWORK ELEMENTS - Alabama										Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)		
							First	Add'l	First	Add'l	SOME C	SOMAN	
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as 'Ordinarily Combined' Network Elements.													SOMAN
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as 'Currently Combined' Network Elements.													SOMAN
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT													
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	94.93							
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	177.31							
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	361.70							
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21							
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	69.18							
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT													
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	9.54							
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	355.33							
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70							
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	809.05							
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT													
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	9.54							
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	367.80							
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70							
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	806.58							

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UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Exh. B		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
									SOME C	OSS Rates (\$)								
										SOMAN					SOMAN	SOMAN	SOMAN	SOMAN
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	Disconnect First	Disconnect Add'l						
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																		
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.30												
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.80												
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	20.94												
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.30												
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.80												
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	20.94												
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																		
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.49												
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.76												
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.50												
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.49												
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.76												
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.50												
4-WIRE DS1 DIGITAL LOOP																		
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	81.35												
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	115.62												
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	205.15												
HIGH CAPACITY UNBUNDLED LOCAL LOOP																		
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.56												
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	444.91												
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.56												
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	490.59												
UNBUNDLED DEDICATED TRANSPORT																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21												
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	101.71												
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.45												
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1231.65												
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.45												
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1214.40												
UNBUNDLED DARK FIBER - Stand Alone or in Combination																		
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	30.88												
ENHANCED EXTENDED LINK (EELs)																		

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UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Exh. B						
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35									
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62									
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15									
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71									
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.56									
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	444.91									
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.45									
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1231.65									
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.56									
	STS-1 Local Loop in combination - Facility Termination per month			UNC3X	UDLS1	490.59									
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNC3X	1L5XX	4.45									
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNC3X	U1TFS	1214.40									

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UNBUNDLED NETWORK ELEMENTS - Georgia

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2 Exh. B					
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates (\$)			
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UHL	UHL2X	9.06										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UHL	UHL2X	10.45										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UHL	UHL2X	16.65										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	9.06										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	10.45										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	16.65										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4X	11.95										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	13.80										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4X	21.93										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	11.95										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	13.80										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	21.93										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	56.82										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	60.43										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	78.66										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	13.11										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	297.21										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	13.11										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	401.83										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1379										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	40.17										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.02										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	401.83										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.02										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	421.39										
ENHANCED EXTENDED LINK (EELs)																
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																

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UNBUNDLED NETWORK ELEMENTS - Georgia

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	56.82									
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	60.43									
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	78.66									
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1379									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	40.17									
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT														
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	13.11									
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	297.21									
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3.02									
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	401.83									
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT														
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	13.11									
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	401.83									
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	3.02									
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	421.39									

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UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Exh. B							
									Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
DECLASSIFIED	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.06									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.99									
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.20									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.06									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.99									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.20									
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.03									
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.53									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.03									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.53									
		4-WIRE DS1 DIGITAL LOOP														
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	99.44									
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	131.22									
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	342.42									
		HIGH CAPACITY UNBUNDLED LOCAL LOOP														
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.64									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	354.56									
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.64									
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	368.59									
CONFIDENTIAL	UNBUNDLED DEDICATED TRANSPORT															
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.26									
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	110.45									
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.72									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1351.42									
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.72									
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1321.94									
		UNBUNDLED DARK FIBER														
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	35.35									
ENHANCED EXTENDED LINK (EELs)																

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UNBUNDLED NETWORK ELEMENTS - Kentucky

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 2 Exh. B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)	
							First	Add'l	First	Add'l	SOMECS	SOMAN
											SOMAN	SOMAN
											SOMAN	SOMAN
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.												
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.												
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT												
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	99.44						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	131.22						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	342.42						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.22						
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	90.87						
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT												
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.64						
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	354.56						
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70						
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1111.92						
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT												
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	10.64						
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	368.59						
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70						
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1087.66						

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UNBUNDLED NETWORK ELEMENTS - Louisiana

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Exh. B					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)			
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP														
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.26								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13.25								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.65								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.26								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13.25								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.65								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	18.68								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	19.15								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.94								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.68								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	19.15								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.94								
4-WIRE DS1 DIGITAL LOOP														
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	98.56								
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	224.20								
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	565.73								
HIGH CAPACITY UNBUNDLED LOCAL LOOP														
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	:L5ND	11.55								
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	416.69								
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	:L5ND	11.55								
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	430.74								
UNBUNDLED DEDICATED TRANSPORT														
INTEROFFICE CHANNEL - DEDICATED TRANSPORT														
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	:L5XX	0.30								
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	81.04								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	:L5XX	6.95								
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	978.32								
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	:L5XX	6.95								
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	954.72								
UNBUNDLED DARK FIBER														
	Dark Fiber - Interoffice Transport - Per Four Fiber Strands - Per Route Mile Or Fraction Thereof			UDF	UDFCX	29.07								
ENHANCED EXTENDED LINK (EELS)														

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UNBUNDLED NETWORK ELEMENTS - Louisiana

UNSUBSCRIBED NETWORK ELEMENTS - Louisiana										Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	98.56										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	224.20										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	565.73										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.30										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	81.04										
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	11.55										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	416.69										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.95										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	978.02										
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	11.55										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	430.74										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	6.95										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	954.72										

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UNBUNDLED NETWORK ELEMENTS - Mississippi

Attachment: 2 Exh. B						Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring Add'l	Nonrecurring Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP												
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP												
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.06						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.60						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.35						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	12.03						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.06						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.60						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.35						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	12.03						
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP												
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	15.85						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.93						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	16.63						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	15.85						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.93						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	16.63						
4-WIRE DS1 DIGITAL LOOP												
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	118.62						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	148.79						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	237.75						
	4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	527.23						
HIGH CAPACITY UNBUNDLED LOCAL LOOP												
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.88						
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	375.07						
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.88						
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.33						
UNBUNDLED DEDICATED TRANSPORT												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT												
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.23						
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	65.93						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.47						

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Exh. B						
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							Add'l		Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	738.18									
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.47									
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	740.84									
	UNBUNDLED DARK FIBER														
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Frachon Thereof			UDF, UDFCX	1L5DF	32.51									
ENHANCED EXTENDED LINK (EELs)															
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	90.94									
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	148.79									
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	237.75									
	4-wire DS1 Digital Local Loop in Combination - Zone 4		4	UNC1X	USLXX	527.23									
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.23									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	59.48									
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.88									
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	375.07									
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5.47									
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	738.18									
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	12.88									
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	389.33									
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	5.47									
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	740.84									

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UNBUNDLED NETWORK ELEMENTS - North Carolina

UNBUNDLED NETWORK ELEMENTS - North Carolina										Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	73.16										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	120.06										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	241.75										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.89										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	264.38										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.89										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	296.49										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.2229										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	35.87										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.11										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	379.40										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.11										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	390.08										
UNBUNDLED DARK FIBER																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.49										
ENHANCED EXTENDED LINK (EELs)																
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	73.16										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	120.06										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	241.75										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.2229										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	35.72										
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.89										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	264.38										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5.11										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	379.40										
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
	STS-1 Local Loop in combination - per mile per month			UNC SX	1L5ND	14.89										
	STS-1 Local Loop in combination - Facility Termination per month			UNC SX	UDLS1	390.08										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNC SX	1L5XX	5.11										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNC SX	U1TFS	390.08										

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UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Exh. B							
									Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.02										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	12.56										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.11										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.02										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	12.56										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.11										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	18.42										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.48										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.37										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.42										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.48										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.37										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	91.44										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	156.40										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	263.52										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.10										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	352.31										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.10										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	360.51										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.39										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	88.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	9.22										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1012.75										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	9.22										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1012.63										
UNBUNDLED DARK FIBER																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	41.87										
ENHANCED EXTENDED LINK (EELS)																

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UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Exh. B				Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
									Rec	Nonrecurring		Nonrecurring Disconnect					OSS Rates (\$)				
										First	Add'l	First					Add'l	SOMEC	SOMAN	SOMAN	SOMAN
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																					
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																					
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																					
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	104.50															
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	178.74															
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	301.17															
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.31															
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.71															
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																					
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.10															
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	352.31															
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	9.22															
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1012.75															
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																					
	STS-1 Local Loop in combination - per mile per month			UNC5X	1L5ND	14.10															
	STS-1 Local Loop in combination - Facility Termination per month			UNC5X	UDLS1	360.51															
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNC5X	1L5XX	9.22															
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNC5X	U1TFS	1012.63															

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UNBUNDLED NETWORK ELEMENTS - Tennessee

Attachment: 2 Exh. B															
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
DECLASSIFIED	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.09									
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	16.61									
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	27.74									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.09									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	16.61									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	27.74									
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	14.26									
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21.37									
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	35.68									
CONFIDENTIAL	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	14.26									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21.37									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	35.68									
	4-WIRE DS1 DIGITAL LOOP														
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	59.09									
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	88.53									
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	147.82									
	HIGH CAPACITY UNBUNDLED LOCAL LOOP														
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.57									
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	430.38									
High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.57										
High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	447.75										
UNBUNDLED DEDICATED TRANSPORT															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
CONFIDENTIAL	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.40963									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	89.54									
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.69									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	976.34									
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.69									
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	976.70									
	UNBUNDLED DARK FIBER - Stand Alone or in Combination														
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	33.05									
ENHANCED EXTENDED LINK (EELs) AND THEIR COMPONENTS															

Version: 2Q07 Standard ICA
04/26/07

UNBUNDLED NETWORK ELEMENTS - Tennessee

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2 Exh. B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	59.09										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	88.53										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	147.82										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.40963										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54										
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.57										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	430.38										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.69										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	976.34										
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
	STS-1 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.57										
	STS-1 Local Loop in combination - Facility Termination per month			UNC3X	UDLS1	447.75										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNC3X	1L5XX	2.69										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNC3X	U1TFS	976.70										

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Attachment 3
Network Interconnection

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NETWORK INTERCONNECTION

1 General

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-Bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2 Definitions: (For the purpose of this Attachment)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **AT&T Trunk Group** is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by Intrado.
- 2.4 **911 Service** is as described in this Attachment.
- 2.5 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).
- 2.6 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).
- 2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the The Telcordia® LERG™ Routing Guide (LERG).
- 2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the last choice trunk group between two (2) switches for which there is no alternate route.
- 2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.
- 2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of AT&T and Intrado for the exchange of telecommunications traffic between the Parties.
- 2.15 **IntraLATA Toll Traffic** is as defined in this Attachment.
- 2.16 **ISP-Bound Traffic** is as defined in this Attachment.
- 2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.18 **Local Traffic** is as defined in this Attachment.
- 2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.21 **Serving Wire Center (SWC)** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.
- 2.23 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.24 **Transit Traffic** is traffic originating on Intrado's network that is switched and/or transported by AT&T and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by AT&T and delivered to Intrado's network.

3 Network Interconnection

- 3.1 This Attachment pertains only to the provision of network interconnection where Intrado owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within AT&T's network. Requests to AT&T for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) Process set forth in Attachment 11.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within AT&T's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds eight point nine (8.9) million minutes per month for three (3) consecutive months at the proposed location of the additional IP. AT&T will not request the establishment of an IP in an AT&T Central Office where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).
- 3.3 Interconnection via Dedicated Facilities
- 3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent

Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

- 3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.
- 3.4 Fiber Meet. Notwithstanding Sections 3.2.1, 3.2.2, and 3.2.3 above, if Intrado elects to establish interconnection with AT&T pursuant to a Fiber Meet Local Channel, Intrado and AT&T shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Intrado's SONET transmission system must be compatible with AT&T's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.2 The Parties shall agree to a Fiber Meet point between the AT&T Serving Wire Center and the Intrado Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet point. AT&T shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type CLLI code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.3 Upon verbal request by Intrado, AT&T shall allow Intrado access to the fusion splice point for the Fiber Meet point for maintenance purposes on Intrado's side of the Fiber Meet point.
- 3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities

used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and or BellSouth's FCC No. 1 Tariff.

4 Interconnection Trunk Group Architectures

- 4.1 AT&T and Intrado shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Attachment. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 Intrado shall establish an interconnection trunk group(s) to at least one (1) AT&T access tandem within the LATA for the delivery of Intrado's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Intrado desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which Intrado has established interconnection trunk groups, Intrado shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.
- 4.2.1 Notwithstanding the forgoing, Intrado shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where Intrado has homed (i.e., assigned) its NPA/NXXs. Intrado shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. Intrado shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from IXC's based on Intrado's NXX access tandem homing arrangement as specified by Intrado in the LERG.
- 4.4 Any Intrado interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Intrado from an AT&T switch, and (3) requires special AT&T switch translations and other network modifications will require Intrado to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11.
- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between AT&T and Intrado are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate AT&T intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff.

- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at fifty percent (50%) of the nonrecurring and recurring rates for dedicated trunks and DSI facilities. Intrado shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Intrado is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the Access Service Request (ASR) process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through AT&T's Carrier Interconnection Switching Center (CISC) Project Management Group and Intrado's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than one hundred ninety-two (192) trunks on a single or multiple group(s) in a given AT&T local calling area.
- 4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic
- 4.10.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. Intrado shall order such two-way trunks via the ASR process. AT&T will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 6 below. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.
- 4.10.2 AT&T Access Tandem Interconnection. AT&T Access Tandem interconnection at a single Access Tandem provides access to those End Offices subtending that access tandem (Intratandem Access). Access Tandem interconnection is available for any of the following access tandem architectures:

- 4.10.2.1 Basic Architecture. In the basic architecture, Intrado's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Intrado and AT&T Access Tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Intrado and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which Intrado desires to exchange traffic. This trunk group also carries Intrado originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Intrado. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.
- 4.10.2.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for Intrado-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for AT&T end users. A second one-way trunk group carries AT&T-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for Intrado end users. A two-way trunk group provides Intratandem Access for Intrado's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Intrado and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which Intrado exchanges traffic. This trunk group also carries Intrado originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Intrado. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.
- 4.10.2.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between Intrado and AT&T. In addition, a separate two-way transit trunk group must be established for Intrado's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Intrado and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which Intrado exchanges traffic. This trunk group also carries Intrado originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Intrado. However, where Intrado is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic

and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.2.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and Intrado's Transit Traffic are exchanged on a single two-way trunk group between Intrado and AT&T to provide Intratandem Access to Intrado. This trunk group carries Transit Traffic between Intrado and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which Intrado desires to exchange traffic. This trunk group also carries Intrado originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Intrado. However, where Intrado is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.2.5 Multiple Tandem Access (MTA) Interconnection

4.10.2.5.1 Where Intrado does not choose access tandem interconnection at every AT&T Access Tandem within a LATA, Intrado must utilize AT&T's MTA interconnection. To utilize MTA Intrado must establish an interconnection trunk group(s) at a minimum of one (1) AT&T Access Tandem within each LATA as required. AT&T will route Intrado's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Intrado must also establish an interconnection trunk group(s) at all AT&T Access Tandems where Intrado NXXs are homed as described in Section 4.2.1 above. If Intrado does not have NXXs homed at any particular AT&T Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T Access Tandem, Intrado can order MTA in each AT&T Access Tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate Intrado's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those AT&T Access Tandems where Intrado does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines.

4.10.2.5.2 Intrado may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or

terminated to Intrado will be delivered to and from IXC's based on Intrado's NXX access tandem homing arrangement as specified by Intrado in the LERG.

4.10.2.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.

4.10.2.5.4 To the extent Intrado does not purchase MTA in a LATA served by multiple Access Tandems, Intrado must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent Intrado routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, Intrado shall pay AT&T the associated MTA charges.

4.10.3 Local Tandem Interconnection

4.10.3.1 Local Tandem Interconnection arrangement allows Intrado to establish an interconnection trunk group(s) at AT&T local tandems for: (1) the delivery of Intrado-originated Local Traffic and ISP-Bound Traffic transported and terminated by AT&T to AT&T End Offices served by those AT&T local tandems, and (2) for local Transit Traffic transported by AT&T for third party network providers who have also established an interconnection trunk group(s) at those AT&T local tandems.

4.10.3.2 When a specified local calling area is served by more than one (1) AT&T local tandem, Intrado must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Intrado may choose to establish an interconnection trunk group(s) at the AT&T local tandems where it has no codes homing but is not required to do so. Intrado may deliver Local Traffic and ISP-Bound Traffic to a "home" AT&T local tandem that is destined for other AT&T or third party network provider end offices subtending other AT&T local tandems in the same local calling area where Intrado does not choose to establish an interconnection trunk group(s). It is Intrado's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Intrado's codes. Likewise, Intrado shall obtain its routing information from the LERG.

4.10.3.3 Notwithstanding establishing an interconnection trunk group(s) to AT&T's local tandems, Intrado must also establish an interconnection trunk group(s) to AT&T Access Tandems within the LATA on which Intrado has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access and toll traffic, and traffic to Type 2A CMRS connections located at the Access Tandems. AT&T shall not switch SWA traffic through more than one AT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the AT&T Access Tandem for completion. (Type 2A CMRS interconnection is defined in Section A35 of AT&T's GSST).

- 4.10.3.4 AT&T's provisioning of Local Tandem Interconnection assumes that Intrado has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 4.10.4 Direct End Office-to-End Office Interconnection
- 4.10.4.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.
- 4.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:
- 4.10.4.2.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Intrado and AT&T.
- 4.10.4.2.2 Traffic Volume. To the extent either Party has the capability to measure the amount of traffic between Intrado's switch and an AT&T End Office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
- 4.10.4.2.3 Mutual Agreement. The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.
- 4.10.5 Transit Traffic Trunk Group
- 4.10.5.1 Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by Intrado to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at AT&T Access and Local Tandems provides Intratandem Access to the third parties also interconnected at those tandems. Intrado shall be responsible for all recurring and nonrecurring charges associated with Transit Traffic trunks and facilities.
- 4.10.5.2 Toll Free Traffic
- 4.10.5.2.1 If Intrado chooses AT&T to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from AT&T's switches, all Intrado originating Toll Free traffic will be routed over the Transit Traffic Trunk Group

and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

- 4.10.5.2.2 Intrado may choose to perform its own Toll Free database queries from its switch. In such cases, Intrado will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is an AT&T local or intraLATA Toll Free call, Intrado will route the post-query local or IntraLATA converted ten (10)-digit local number to AT&T over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Intrado will route the post-query local or intraLATA converted ten (10)-digit local number to AT&T over the Transit Traffic Trunk Group and Intrado shall provide to AT&T a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Intrado will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Intrado's network but that are connected to AT&T's Access Tandem.
- 4.10.5.2.3 All post-query Toll Free calls for which Intrado performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend an AT&T Access Tandem within the LATA.

5 Network Design And Management For Interconnection

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS1 pursuant to Telecordia Standard No. GR-NWT-00499. Where Intrado chooses to utilize SS7 signaling, also known as CCS7, SS7 connectivity is required between the Intrado switch and the AT&T STP. AT&T will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the AT&T Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6 Forecasting for Trunk Provisioning

6.1 Within six (6) months after execution of this Agreement, Intrado shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within AT&T's Southeast region. Upon receipt of Intrado's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed Confidential Information under the General Terms and Conditions.

6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Intrado-to-AT&T one-way trunks (Intrado Trunks), AT&T-to-Intrado one-way trunks (AT&T Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop AT&T Trunk Groups and/or two-way interconnection trunk forecast quantities.

6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (e.g., local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Intrado location and AT&T location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

6.2 Once initial interconnection trunk forecasts have been developed, Intrado shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. Intrado shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1 above.

6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

6.4 Trunk Utilization

6.4.1 For the AT&T Trunk Groups that are Final Trunk Groups (AT&T Final Trunk Groups), AT&T and Intrado shall monitor traffic on each AT&T Final Trunk Group that is ordered and installed. The Parties agree that the AT&T Final Trunk

Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) days of installation. The Parties agree that the AT&T Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred eighty (180) days of installation. Any AT&T Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. Subject to Section 6.4.2 below, AT&T may disconnect any under-utilized AT&T Final Trunk Groups and Intrado shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

- 6.4.2 AT&T's CISC will notify Intrado of any under-utilized AT&T Trunk Groups and the number of such trunk groups that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated Intrado interface. Intrado will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Intrado expects to need such trunks. AT&T's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with Intrado to determine if agreement can be reached on the number of AT&T Final Trunk Groups to be removed. If no agreement can be reached, AT&T will issue disconnect orders to Intrado. The due date of these orders will be four (4) weeks after Intrado was first notified in writing of the underutilization of the trunk groups.
- 6.4.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 6.4.4 For the two-way trunk groups, AT&T and Intrado shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within ninety (90) days of the installation of the AT&T two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within one hundred eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. AT&T will request the disconnection of any under-utilized two-way trunk(s) and Intrado shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.
- 6.4.4.1 AT&T's CISC will notify Intrado of any under-utilized two-way trunk groups and the number of trunks that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated Intrado interface. Intrado will provide concurrence with the disconnection in seven (7)

business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Intrado expects to need such trunks. AT&T's CISC Project Manager and CCM will discuss the information with Intrado to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Intrado will issue disconnect orders to AT&T. The due date of these orders will be four (4) weeks after Intrado was first notified in writing of the under-utilization of the trunk groups.

- 6.4.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7 Local Dialing Parity

- 7.1 AT&T and Intrado shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating Telecommunications Services that require dialing to route a call.

8 Interconnection Compensation

- 8.1 Compensation for Call Transport and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic
- 8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates from one Party's customer located in one exchange and terminates to the other Party's customer in either the same exchange, or other local calling area associated with the originating calling party's exchange as defined and specified in Section A3 of AT&T's GSST.
- 8.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.
- 8.1.4 The appropriate elemental rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and for MTA as described in this Attachment.
- 8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call. If Intrado delivers Switched Access Traffic to AT&T for termination in violation of this Section, AT&T shall charge Intrado terminating switched access charges as set forth in AT&T's Intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate. Additionally, such delivery of traffic shall constitute improper use of AT&T facilities as set forth in Section 1.5.2 of Attachment 7 of this Agreement.
- 8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.
- 8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party AT&T's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariffs and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other Party's customer's presubscribed interexchange carrier or if one (1) Party's customer uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate AT&T originating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission.
- 8.1.7 If Intrado assigns NPA/NXXs to specific AT&T rate centers within the LATA and assigns numbers from those NPA/NXXs to Intrado customer physically located outside of that LATA, AT&T traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Intrado customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Intrado agrees to identify such interLATA traffic to AT&T and to compensate AT&T for originating and transporting such interLATA traffic to Intrado at BellSouth's FCC No. 1 Tariff rates.
- 8.2 If Intrado does not identify such interLATA traffic to AT&T, AT&T will determine which whole Intrado NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. AT&T shall make

appropriate billing adjustments if Intrado can provide sufficient information for AT&T to determine whether or not said traffic is Local or ISP-Bound Traffic.

8.3 Jurisdictional Reporting

8.3.1 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at BellSouth's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to Intrado. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where AT&T has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at AT&T's option,

be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by Intrado. In the event that AT&T opts to utilize its own data to determine jurisdictional reporting factors, AT&T shall notify Intrado at least fifteen (15) days prior to the beginning of the calendar quarter in which AT&T will begin to utilize its own data.

- 8.3.5 Audits. On thirty (30) days written notice, Intrado must provide AT&T the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. Intrado shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by Intrado. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, Intrado is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, Intrado shall reimburse AT&T for the cost of the audit.
- 8.4 Compensation for IntraLATA 8XX Traffic. Intrado shall pay the appropriate switched access charges set forth in the AT&T's intrastate Access Services tariff and/or BellSouth's FCC No. 1 Tariff. Intrado will pay AT&T the database query charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Intrado will be responsible for any applicable Common Channel Signaling (SS7) charges.
- 8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.
- 8.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). AT&T's provision of 8XX TFD to Intrado requires interconnection from Intrado to AT&T's 8XX Signal Channel Point. Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Intrado shall establish SS7 interconnection at the AT&T LSTPs serving the AT&T 8XX Signal Channel Points that Intrado desires to query. The terms and conditions for 8XX TFD are set out in the appropriate AT&T Access Services Tariff.
- 8.5 Mutual Provision of Switched Access Service
- 8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination

or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method or method of originating or terminating the call, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

- 8.5.2 If an AT&T end user chooses Intrado as their presubscribed interexchange carrier, or if an AT&T end user uses Intrado as an interexchange carrier on a 101XXXX basis, AT&T will charge Intrado the appropriate AT&T tariff charges for originating switched access services.
- 8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.
- 8.5.4 When Intrado's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing AT&T facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Intrado as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish Meet Point Billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 8.5.4.1 In cases where Intrado has a unique hosted Revenue Accounting Office (RAO) code and Intrado's end office subtends the AT&T Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via AT&T's Access Tandem switch, AT&T, as the tandem company agrees to provide to Intrado, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

- 8.5.5 AT&T, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 8.5.6 Intrado shall not deliver switched access traffic to AT&T for termination over any trunks and facilities other than Intrado ordered switched access trunks and facilities.
- 8.6 Transit Traffic
- 8.6.1 AT&T shall provide tandem switching and transport services for Intrado's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for Tandem Switching, Common Transport and Tandem Intermediary Charge as set forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Intrado and Wireless Type 1 third parties or Wireless Type 2A third parties that do not engage in Meet Point Billing with AT&T shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.
- 8.6.2 The delivery of traffic that transits the AT&T network is excluded from any AT&T billing guarantees. AT&T agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Intrado is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to Intrado. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of Transit Traffic, Intrado shall reimburse AT&T for such charges or costs.
- 8.7 For purposes of intercarrier compensation, AT&T will not be responsible for any compensation associated with the exchange of traffic between Intrado and a CLEC utilizing AT&T switching. Where technically feasible, AT&T will use commercially reasonable efforts to provide records to Intrado to identify those CLECs utilizing AT&T switching with whom Intrado has exchanged traffic. Such traffic shall not be considered Transit Traffic from a routing or billing perspective, but instead will be considered as traffic exchanged solely between Intrado and the CLEC utilizing AT&T switching.
- 8.7.1 Intrado is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of traffic with a CLEC utilizing AT&T switching. AT&T will not be liable for any compensation to the terminating carrier or to Intrado. In the event that the terminating third

party carrier imposes on AT&T any charges or costs for the delivery of such traffic, Intrado shall reimburse AT&T for all such charges or costs.

- 8.8 Intrado shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

9 Ordering Charges

- 9.1 The facilities purchased pursuant to this Attachment shall be ordered via the ASR process.
- 9.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

10 Basic 911 and E911 Interconnection

- 10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 10.2 Basic 911 Interconnection. AT&T will provide to Intrado a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Intrado will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by AT&T. Intrado will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, Intrado will be required to begin using E911 procedures.
- 10.3 E911 Interconnection. Intrado shall install a minimum of two (2) dedicated trunks originating from its SWC and terminating to the appropriate E911 tandem. The SWC must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (one point five forty-four (1.544) Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, Intrado shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the AT&T Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. Intrado will be required to provide AT&T daily updates to the E911 database. Intrado will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as

provided by AT&T. If the E911 tandem trunks are not available, Intrado will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over AT&T's interoffice network and will not carry the ANI of the calling party. Intrado shall be responsible for providing AT&T with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 10.4 Trunks and facilities for 911 Interconnection may be ordered by Intrado from AT&T pursuant to the terms and conditions set forth in this Attachment.
- 10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the AT&T Interconnection Services Web site.

11 SS7 Network Interconnection

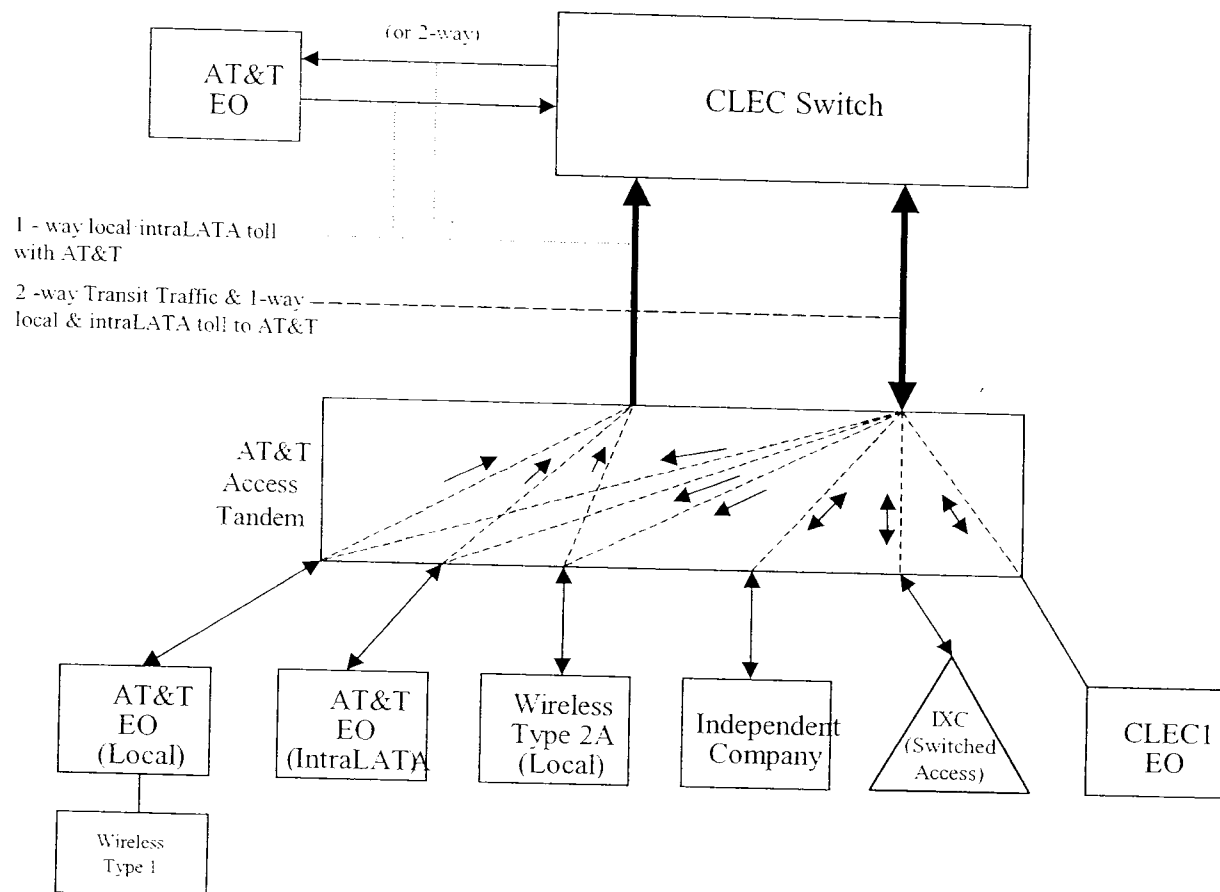
- 11.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to ANI, originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7 based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require AT&T to send SS7 messages or call-related database queries to Intrado's or any other third party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.
- 11.2 Signaling Call Information. AT&T and Intrado will send and receive ten (10) digits for Local Traffic. Additionally, AT&T and Intrado will exchange the proper call information, (i.e., originated call company number and destination call company number, CIC, and OZZ) including all proper translations for routing between networks and any information necessary for billing.
- 11.3 SS7 Network Interconnection is the interconnection of Intrado LSTP switches or Intrado local or tandem switching systems with AT&T STP switches. This interconnection provides connectivity that enables the exchange of SS7 messages among AT&T switching systems and databases, Intrado local or tandem switching systems, and other third party switching systems directly connected to the AT&T SS7 network.
 - 11.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of AT&T switching systems and databases and Intrado or other third party switching systems with A-link access to the AT&T SS7 network.

- 11.3.2 If traffic is routed based on dialed or translated digits between a Intrado local switching system and an AT&T or other third party local switching system, either directly or via an AT&T tandem switching system, then it is a requirement that the AT&T SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (i.e., Automatic Callback, Automatic Recall, and Screening List Editing) between the Intrado LSTP switches and AT&T or other third party local switch.
- 11.3.3 SS7 Network Interconnection shall provide:
 - 11.3.3.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 11.3.3.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 11.3.3.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 11.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is an AT&T switching system or DB, or is another third party local or tandem switching system directly connected to the AT&T SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Intrado local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Intrado LSTPs and shall not include SCCP Subsystem Management of the destination.
- 11.3.5 SS7 Network Interconnection shall provide all functions of the ISUP as specified in ANSI T1.113.
- 11.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 11.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of AT&T STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 11.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect Intrado or Intrado-designated local or tandem switching systems or signaling transfer point switches to the AT&T SS7 network:
 - 11.4.1 A-link interface from Intrado local or tandem switching systems; and
 - 11.4.2 B-link interface from Intrado STPs.

- 11.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the AT&T STP is located. There shall be a DS1 or higher rate transport interface at each of the signaling points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 11.4.4 AT&T shall provide intraoffice diversity between the Signaling Point of Interconnection and the AT&T STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to an AT&T STP.
- 11.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 11.4.6 AT&T shall set message screening parameters to accept messages from Intrado local or tandem switching systems destined to any signaling point in the AT&T SS7 network with which the Intrado switching system has a valid signaling relationship.
- 11.5 Rates. The Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party for ISUP CCS7 signaling messages associated with Local Traffic. The portion of ISUP CCS7 signaling messages utilized for Local Traffic, which is subject to bill and keep in accordance with this section, shall be determined based upon the application of the applicable signaling factors set forth in AT&T's Jurisdictional Factors Reporting Guide. All other CCS7 signaling messages associated with Local Traffic will be billed at the rates set forth in Exhibit A. In addition, CCS7 facility charges, including charges for signaling ports and signaling links, utilized for Local Traffic will be billed at the rates set forth in Exhibit A. CCS7 signaling messages, signaling ports, and signaling links associated with interstate calls and with intrastate non-local calls, shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and BellSouth's FCC No. 1 Tariff for switched access services.

Basic Architecture

Exhibit B



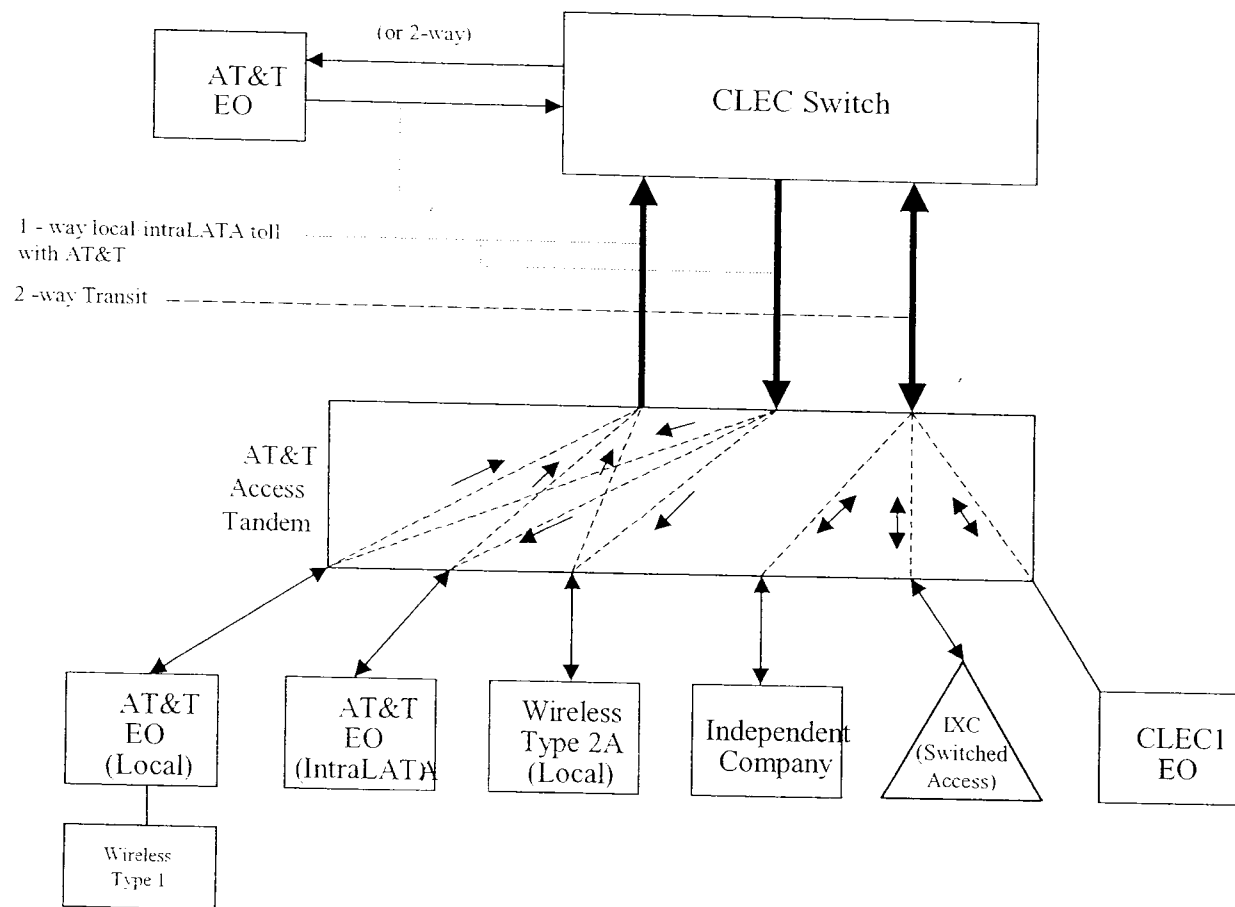
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Version: 2Q0
04/26/07

One-Way Architecture

Exhibit C



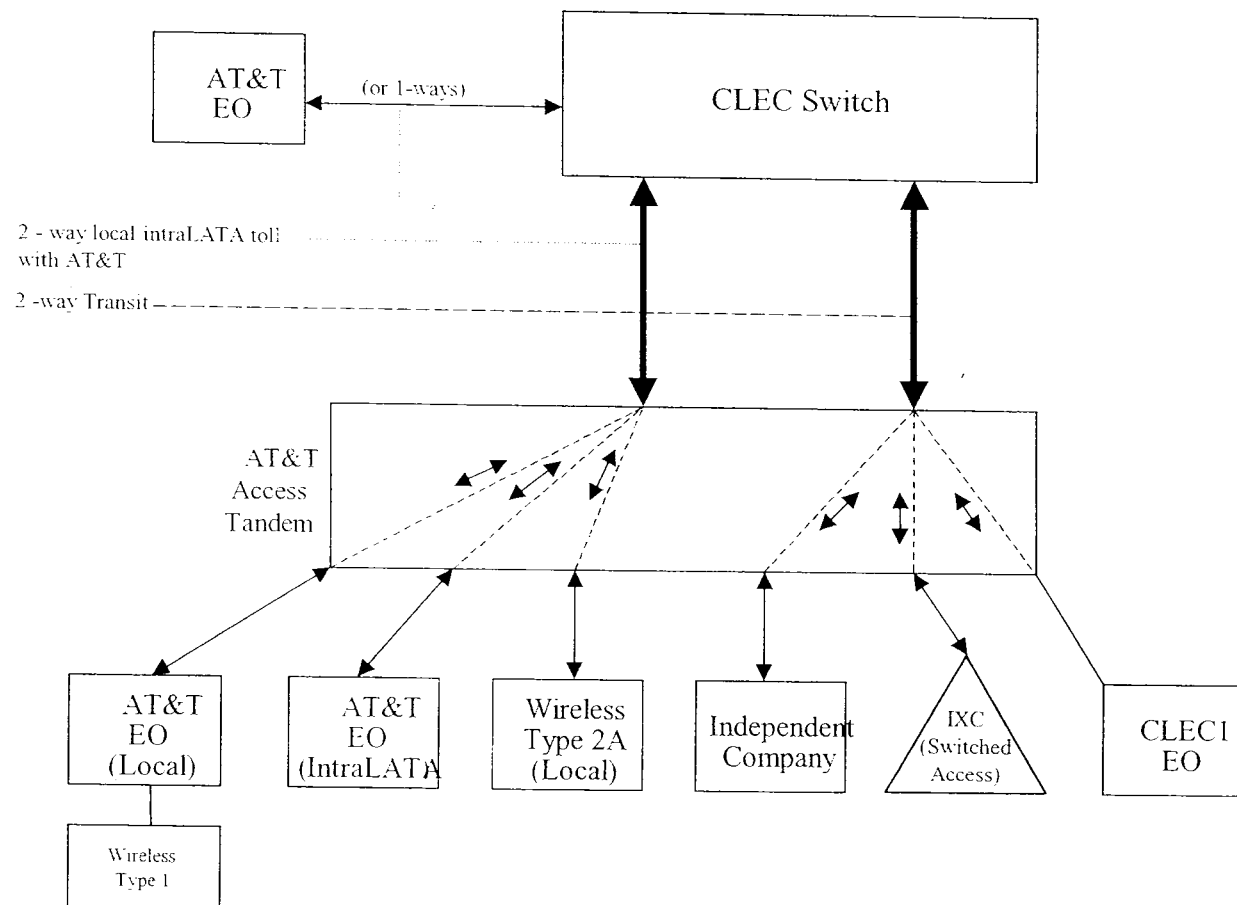
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Version: 2Q0
04/26/07

Two-Way Architecture

Exhibit D



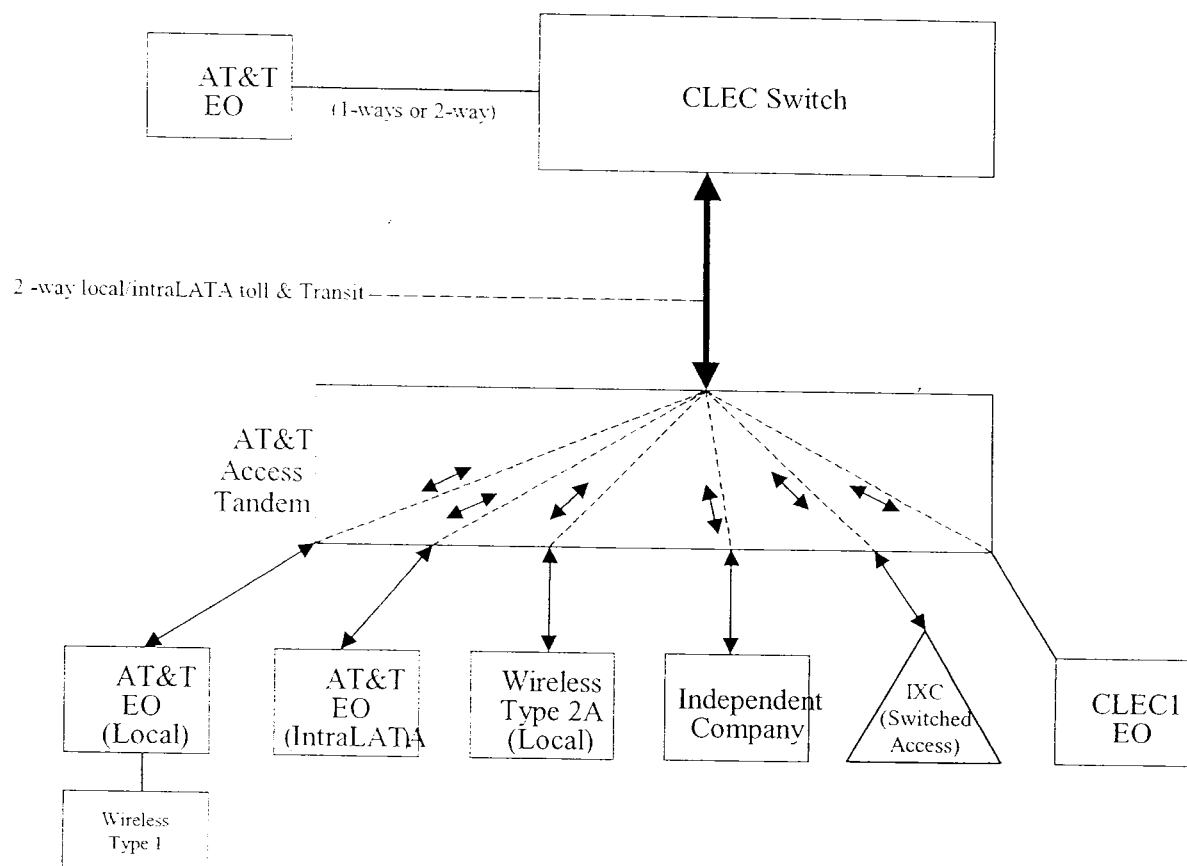
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Version: 2Q0
04 26/07

Exhibit E

Supergroup Architecture



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Version: 2Q07 Standard ICA
04 26 07

LOCAL INTERCONNECTION - Alabama										Art: 3 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMECS	SOMAN	OSS Rates(\$)		SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.000498bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.000498										
	Tandem Intermediary Charge, per MOU*					0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X	21.56	8.12									
	Installation Trunk Side Service - per DS0			OHD	TPP9X	21.56	8.12									
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000023bk										
	Common Transport - Facilities Termination Per MOU					0.0003224bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1LSNF	0.008838										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1LSNF	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1LSNK	0.008838										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1LSNK	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1LSNK	0.008838										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1LSNK	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1LSNL	0.18										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1LSNL	60.16	89.27	81.81	16.35	14.44						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1LSNM	4.09										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1LSNM	703.52	278.75	162.76	60.20	58.46						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	13.97	193.10	33.17	36.64	3.20						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	14.93	193.53	33.60	37.11	3.67						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58						
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATN3	166.13	178.14	93.97	33.26	31.63						
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																
SIGNALING (CCS7)																
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Termination, Per STP Port			UDB	PTBSX	130.83										
	CCS7 Signaling Usage, Per TCAP Message					0.0000569										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.46	35.53	35.53	16.44	16.44						
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.46	35.53	35.53	16.44	16.44						
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.46	35.53	35.53	16.44	16.44						

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LOCAL INTERCONNECTION - Alabama															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Alt: 3 Exh: A						
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)				TPP9B	15.46	35.53	35.53	16.44	16.44					
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000142bk									
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	650.33bk									
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Charge, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57					
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.46	35.53	35.53	16.44	16.44					
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.46	35.53	35.53	16.44	16.44					

LOCAL INTERCONNECTION - Florida										Att: 3 Exh: A								
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
TANDEM SWITCHING																		
	Tandem Switching Function Per MOU									0.0006019bk								
	Multiple Tandem Switching, per MOU (applies to initial tandem only)									0.0006019								
	Tandem Intermediary Charge, per MOU*									0.0025								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.73	8.19							
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.73	8.19							
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
	Common Transport - Per Mile, Per MOU									0.0000035bk								
	Common Transport - Facilities Termination Per MOU									0.0004372bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1LSNF	0.0091									
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month						OHM	1LSNF	25.32	47.35	31.78	18.31	7.03					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1LSNK	0.0091									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1LSNK	18.44	47.35	31.78	18.31	7.03					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1LSNK	0.0091									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1LSNK	18.44	47.35	31.78	18.31	7.03					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1 OH1MS	1LSNL	0.1856									
	Interoffice Channel - Dedicated Channel - DS1 - Facility Termination per month						OH1 OH1MS	1LSNL	88.44	105.54	98.47	21.47	19.05					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3 OH3MS	1LSNM	3.87									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3 OH3MS	1LSNM	1,071.00	335.46	219.28	72.03	70.56					
LOCAL CHANNEL - DEDICATED TRANSPORT																		
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	19.66	265.84	46.97	37.63	4.00					
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	20.45	266.54	47.67	44.22	5.33					
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	36.49	216.65	183.54	24.30	16.95					
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84					
LOCAL INTERCONNECTION MID-SPAN MEET																		
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																		
	Channelization - DS1 to DS0 Channel System						OH1 OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49					
	DS3 to DS1 Channel System per month						OH3 OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07					
	DS3 Interface Unit (DS1 COC) per month						OH1 OH1MS	SATCO	13.76	10.07	7.08							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																		
SIGNALING (CCS7)																		
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
	CCS7 Signaling Termination, Per STP Port						UDB	PT8SX	135.05									
	CCS7 Signaling Usage, Per TCAP Message								0.0000607									
	CCS7 Signaling Connection, Per DS1 level link (A link)						UDB	TPP6A	17.93	43.57	43.57	18.31	18.31					
	CCS7 Signaling Connection, Per DS3 level link (A link)						UDB	TPP9A	17.93	43.57	43.57	18.31	18.31					
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)						UDB	TPP6B	17.93	43.57	43.57	18.31	18.31					

LOCAL INTERCONNECTION - Florida											Att: 3 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Usage, Per ISUP Message					0.0000152bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32bk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPQ		46.03	46.03	46.03	46.03						
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stip Affected			UDB	CCAPD											
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31						

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LOCAL INTERCONNECTION - Georgia														
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 3 Exh: A					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		

LOCAL INTERCONNECTION - Georgia											Att: 3 Exh: A					
CATEGORY	RATE ELEMENTS		Interm	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Usage, Per TCAP Message					0.0000536									
		CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)					.0000134bk									
		CCS7 Signaling Usage Surrogate, per link			UDB	STU56	921.93bk									
		CCS7 Signaling Point Code, Establishment or Change, per STP affected			UDB	CCAPO		28.12	28.12	33.29	33.29					
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	8.93	34.74	34.74	16.90	16.90					
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	8.93	34.74	34.74	16.90	16.90					

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LOCAL INTERCONNECTION - Kentucky											Att: 3 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0006772bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0006772										
	Tandem Intermediary Charge, per MOU*					0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58	8.13								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58	8.13								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000030bk										
	Common Transport - Facilities Termination Per MOU					0.0007466bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1LSNF	0.01										
	Interoffice Channel - Dedicated Transport-2-Wire Voice Grade - Facility Termination per month			OHM	1LSNF	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1LSNK	0.0115										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1LSNK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1LSNK	0.0115										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1LSNK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1MS	1LSNL	0.23										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1 OH1MS	1LSNL	96.04	105.52	98.46	23.09	20.49						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3MS	1LSNM	4.97										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3MS	1LSNM	1.175.15	335.40	219.24	89.57	87.75						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.57	265.78	46.96	46.79	4.98						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1 OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
	DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
	DS3 Interface Unit (DS1 COC) per month			OH1 OH1MS	SATCO	11.80	10.07	7.08								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																
SIGNALING (CCS7)																
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	151.39										
	CCS7 Signaling Usage, Per Call Setup Message					0.0000164bk										

LOCAL INTERCONNECTION - Kentucky

CATEGORY		RATE ELEMENTS		Interm	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 3 Exh: A				
														Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
		CCS7 Signaling Usage, Per TCAP Message						0.0000656										
		CCS7 Signaling Usage, Per ISUP Message						0.0000164bk										
		CCS7 Signaling Usage Surrogate, per link per LATA																
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB		STU56	751.08bk										
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB		CCAPD		46.02	46.02	56.43	56.43						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB		CCAPD		46.02	46.02	56.43	56.43						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB		TPP6X	20.71	43.56	43.56	22.45	22.45						
					UDB		TPP9X	20.71	43.56	43.56	22.45	22.45						

LOCAL INTERCONNECTION - Louisiana																
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 3 Exh: A Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU															
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0005507bk										
	Tandem Intermediary Charge, per MOU**					0.0005507										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHd	TPP6X		21.64	8.15								
	Installation Trunk Side Service - per DS0			OHd	TPP9X		21.64	8.15								
	Dedicated End Office Trunk Port Service-per DS0**			OHd	TDEOP											
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHd	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU															
	Common Transport - Facilities Termination Per MOU					0.0003748bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.013										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.60	39.36	26.62								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.013										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.013										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2652										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	70.47	86.69	79.44								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	6.04										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	850.45	270.69	158.05								
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.32	187.51	32.21								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.41	187.94	32.63								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	39.18	172.34	149.27								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	469.44	438.46	256.30								
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTI-LEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	105.09	88.41	60.76								
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.48	172.99	91.25								
	DS3 Interface Unit (DS1 COG) per month			OH1, OH1MS	SATCO	11.78	6.39	4.58								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																
SIGNALING (CCS7)																
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	147.60										
	CCS7 Signaling Usage, Per TCAP Message					0.0000064										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.77	34.50	34.50								

LOCAL INTERCONNECTION - Louisiana

LOCAL INTERCONNECTION - Louisiana											Att: 3 Exh: A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.77	34.50	34.50							
		CCS7 Signaling Usage, Per ISUP Message					0.000016bk									
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	732.1bk									
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPC		28.17	28.17							
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		28.17	28.17							
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.77	34.50	34.50							
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.77	34.50	34.50							

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LOCAL INTERCONNECTION - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 3 Exh: A						
									Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
						First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0005379bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)														
	Tandem Intermediary Charge, per MOU*					0.0005379									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X	21.58	8.13								
	Installation Trunk Side Service - per DS0			OHD	TPP9X	21.58	8.13								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDEIP	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDWIP	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000026bk									
	Common Transport - Facilities Termination Per MOU					0.0004541bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1LSNF	0.0098									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1LSNF	22.52	40.77	27.57	17.26	7.11					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1LSNK	0.0098									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1LSNK	15.68	40.78	27.57	17.26	7.11					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1LSNK	0.0098									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1LSNK	15.68	40.78	27.57	17.26	7.11					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1LSNL	0.201									
	Interoffice Channel - Dedicated Channel - DS1 - Facility Termination per month			OH1, OH1MS	1LSNL	57.33	89.79	82.28	16.86	14.90					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1LSNM	4.76									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1LSNM	641.90	280.37	163.70	62.08	60.29					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	14.91	194.22	33.36	37.79	3.30					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	15.99	194.68	33.80	38.27	3.78					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19					
LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82					
	DS3 Interface Unit (DS1 COCJ) per month			OH1, OH1MS	SATCO	12.96	6.62	4.74							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)															
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	132.21									
	CCS7 Signaling Usage, Per TCAP Message					0.0000597									
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	16.55	35.74	35.74	16.53	16.53					
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	16.55	35.74	35.74	16.53	16.53					
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	16.55	35.74	35.74	16.53	16.53					

LOCAL INTERCONNECTION - Mississippi												Att: 3 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	16.55	35.74	35.74	16.53	16.53						
	CCS7 Signaling Usage, Per ISUP Message					0.0000149pk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	683.55bk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPQ		29.18	29.18	35.78	35.78						
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD											
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.55	35.74	35.74	16.53	16.53						
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.55	35.74	35.74	16.53	16.53						

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LOCAL INTERCONNECTION - North Carolina										Att: 3 Exh: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
														First	Add'l	First	Add'l					
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																						
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																						
TANDEM SWITCHING																						
	Tandem Switching Function Per MOU					0.0004788bk																
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0004788																
	Tandem Intermediary Charge, per MOU*					0.0025																
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																						
TRUNK CHARGE																						
	Installation Trunk Side Service - per DS0			OH0	TPP6X	21.55	8.12															
	Installation Trunk Side Service - per DS0			OH0	TPP9X	21.55	8.12															
	Dedicated End Office Trunk Port Service-per DS0**			OH0	TDEOP	0.00																
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE 1P	0.00																
	Dedicated Tandem Trunk Port Service-per DS0**			OH0	TDWOP	0.00																
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW 1P	0.00																
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																						
COMMON TRANSPORT (Shared)																						
	Common Transport - Per Mile, Per MOU					0.0000023bk																
	Common Transport - Facilities Termination Per MOU					0.0001676bk																
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																						
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0095																
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.12	39.36	25.62														
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0095																
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.47	39.37	26.62														
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0095																
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.47	39.37	26.62														
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1MS	1L5NL	0.1938																
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1 OH1MS	1L5NL	31.19	86.69	79.44														
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3MS	1L5NM	4.44																
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3MS	1L5NM	329.91	270.69	158.05														
LOCAL CHANNEL - DEDICATED TRANSPORT																						
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	6.29	167.51	32.21														
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	7.08	167.94	32.63														
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	22.13	172.34	149.27														
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	82.89	438.46	256.30														
LOCAL INTERCONNECTION MID-SPAN MEET																						
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00															
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00															
MULTIPLEXERS																						
	Channelization - DS1 to DS0 Channel System			OH1 OH1MS	SATN1	146.69	197.78	140.06														
	DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	233.10	403.97	234.40														
	DS3 Interface Unit (DS1 COC) per month			OH1 OH1MS	SATCO	16.07	13.09	9.38														
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																						
SIGNALING (CCS7)																						
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																						
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	8.13	34.50	34.50														
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	8.13	34.50	34.50														
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	8.13	34.50	34.50														
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	8.13	34.50	34.50														

LOCAL INTERCONNECTION - North Carolina

LOCAL INTERCONNECTION - North Carolina											Att: 3 Exh: A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Termination, Per STP Port				PT8SX	108.19										
		CCS7 Signaling Usage, Per ISUP Message		UDB			0.0000094bk										
		CCS7 Signaling Usage, Per TCAP Message					0.0000374										
		CCS7 Signaling Usage Surrogate, per link per LATA		UDB		STU56	644.04bk										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected		UDB		CCAPQ		55.77	55.77								
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected		UDB		CCAPD		8.00	8.00								
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling		UDB		TPP6X	8.13	34.50	34.50								
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling		UDB		TPP9X	8.13	34.50	34.50								

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LOCAL INTERCONNECTION - South Carolina

ATTACHMENT 3 - SOUTH CAROLINA													Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)					
											SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU							0.0007360bk								
	Multiple Tandem Switching, per MOU (applies to initial tandem only)							0.000736								
	Tandem Intermediary Charge, per MOU*							0.0025								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.65	8.16								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.65	8.16								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP		0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P		0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP		0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P		0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU							0.0000045bk								
	Common Transport - Facilities Termination Per MOU							0.0004095bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1LSNF		0.0167									
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHM	1LSNF		24.30	40.63	27.47	16.77	6.91					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1LSNK		0.0167									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1LSNK		16.76	40.63	27.47	16.77	6.91					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1LSNK		0.0167									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1LSNK		16.76	40.63	27.47	16.77	6.91					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1MS	1LSNL		0.3415									
	Interoffice Channel - Dedicated Channel - DS1 - Facility Termination per month			OH1 OH1MS	1LSNL		77.14	89.47	81.99	16.39	14.48					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3MS	1LSNM		8.02									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3MS	1LSNM		880.65	279.37	163.12	60.33	58.59					
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2		15.33	193.53	33.24	36.72	3.21					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4		16.54	193.97	33.68	37.19	3.68					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG		42.62	177.87	154.06	22.24	15.30					
	Local Channel - Dedicated - DS3 Facility Termination per month*			OH3	TEFHJ		446.00	452.52	264.53	119.75	83.77					
LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG		0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ		0.00	0.00								
MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1 OH1MS	SATN1		107.57	91.24	62.71	10.56	9.81					
	DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS		144.02	178.54	94.18	33.33	31.90					
	DS3 Interface Unit (DS1 COC) per month			OH1 OH1MS	SATCO		8.64	6.59	4.73							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																
SIGNALING (CCS7)																
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A		16.93	35.61	35.61	16.48	16.48					
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A		16.93	35.61	35.61	16.48	16.48					
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B		16.93	35.61	35.61	16.48	16.48					
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B		16.93	35.61	35.61	16.48	16.48					
	CCS7 Signaling Termination, Per STP Port			UDS	PT8SX		163.49									
	CCS7 Signaling Usage, Per TCAP Message						0.0000692									

LOCAL INTERCONNECTION - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Art. 3 Exh: A						
									Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Usage, Per ISUP Message					0.0000173bk									
	CCS7 Signaling Usage Surrogate, per link per LATA					791.37bk									
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	STU56										
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPO		29.08	29.08	35.65	35.65					
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	CCAPD		29.08	29.08	35.65	35.65					
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPPEX	16.93	35.61	35.61	16.48	16.48					
				UDB	TPP9X	16.93	35.61	35.61	16.48	16.48					

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LOCAL INTERCONNECTION - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 3 Exh: A			
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			Add'l	SOMEC	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU														
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0009778bk									
	Tandem Intermediary Charge, per MOU*					0.0009778									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.59	8.09							
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.59	8.09							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU														
	Common Transport - Facilities Termination Per MOU					0.0000064bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1LSNF	0.0174									
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1LSNF	18.58	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1LSNK	0.0174									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1LSNK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1LSNK	0.0174									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1LSNK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1MS	1LSNL	0.3562									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1 OH1MS	1LSNL	77.86	112.40	76.27	19.55	14.99					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3MS	1LSNM	2.34									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3MS	1LSNM	848.99	395.29	176.56	109.04	105.91					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.29	199.33	24.16	54.81	4.80					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.18	201.53	24.83	55.52	5.51					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	32.25	277.35	233.26	33.18	22.30					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	334.50	215.82	151.15					
LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1 OH1MS	SATN1	80.77	141.87	77.11	14.51	13.46					
	DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	222.98	308.03	108.47	44.47	42.62					
	DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	17.58	6.07	4.66							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)															
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41									
	CCS7 Signaling Usage, Per TCAP Message					3.0000916									
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.84	130.84	130.84							
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.84	130.84	130.84			20.35	0.00	0.00	0.00	0.00
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.84	130.84	130.84			20.35	0.00	0.00	0.00	0.00
											20.35	0.00	0.00	0.00	0.00

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LOCAL INTERCONNECTION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 3 Exh: A			
													Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEc	SOMAN	OSS Rates(\$)			
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Usage, Per ISUP Message					0.0000373bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.3bk										
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPPeX	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.84	130.84	130.84					20.35	0.00	0.00	0.00

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Attachment 4
AT&T Collocation

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AT&T COLLOCATION

1. Scope of Attachment

1.1 AT&T Premises

1.1.1 The rates, terms and conditions contained within this Attachment shall only apply when Intrado is physically collocated as a sole occupant or as a Host within an AT&T Premises pursuant to this Attachment. AT&T Premises, as defined in this Attachment includes AT&T Central Offices, and Remote Terminals (hereinafter "AT&T Premises"). This Attachment is applicable to AT&T Premises owned or leased by AT&T. Where not specified, the language in this Attachment applies to both Central Office and Remote Site Collocation.

1.1.2 Third Party Property. If the AT&T Premises, or the property on which it is located, is leased by AT&T from a third party or otherwise controlled by a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where AT&T notifies Intrado that AT&T's agreement with a third party does not grant AT&T the ability to provide access and use rights to others, upon Intrado's request, AT&T will use commercially reasonable efforts to obtain the owner's consent and to otherwise secure such rights for Intrado. Intrado agrees to reimburse AT&T for all costs incurred by AT&T in obtaining such rights for Intrado. In cases where a third party agreement does not grant AT&T the right to provide access and use rights to others as contemplated by this Attachment and AT&T is unable to secure such access and use rights for Intrado, Intrado shall be responsible for obtaining such permission to access and use such property. AT&T shall cooperate with Intrado in obtaining such permission.

1.2 Right to Occupy

1.2.1 AT&T shall offer to Intrado collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, AT&T will allow Intrado to occupy a certain area designated by AT&T within an AT&T Premises, or on AT&T property upon which the AT&T Premises is located, of a size which is specified by Intrado and agreed to by AT&T (hereinafter "Collocation Space"). Except as otherwise specified, any references to Collocation Space shall be for physical collocation. The necessary rates, terms and conditions for a premises as defined by the FCC, other than AT&T Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.2 Neither AT&T nor any of AT&T's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

1.2.2.1 In all states other than Florida, the size specified by Intrado may contemplate a request for space sufficient to accommodate Intrado's growth within a twenty-four (24) month period.

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- 1.2.2.2 In the state of Florida, the size specified by Intrado may contemplate a request for space sufficient to accommodate Intrado's growth within an eighteen (18) month period.
- 1.3 Space Allocation. AT&T shall assign Intrado Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, AT&T shall attempt to accommodate Intrado's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, AT&T shall not materially increase Intrado's cost or materially delay Intrado's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Intrado wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the AT&T Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by AT&T or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the AT&T Premises. AT&T may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Transfer of Collocation Space
- 1.4.1 Intrado shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the AT&T Premises is not at or near space exhaustion; (2) the transfer of space shall be contingent upon AT&T's approval, which will not be unreasonably withheld; (3) Intrado has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with Intrado's sale of all or substantially all, of the in-place collocation equipment to the same CLEC.
- 1.4.2 The responsibilities of Intrado shall include: (1) submitting a letter of authorization to AT&T for the transfer; (2) entering into a transfer agreement with AT&T and the acquiring CLEC; and (3) returning all Security Access Devices to AT&T. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to AT&T for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with AT&T; (3) submitting a letter to AT&T for the assumption of services; and (4) entering into a transfer agreement with AT&T and Intrado.
- 1.4.3 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.

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- 1.5 Space Reclamation
- 1.5.1 In the event of space exhaust within an AT&T Premises, AT&T may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the AT&T Premises. Intrado will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5.2 AT&T may reclaim unused Collocation Space when an AT&T Premises is at, or near, space exhaustion and Intrado cannot demonstrate that Intrado will utilize the Collocation Space in the time frames set forth below in Section 1.5.3. In the event of space exhaust or near exhaust within an AT&T Premises, AT&T will provide written notice to Intrado requesting that Intrado release non-utilized Collocation Space to AT&T, when one hundred percent (100%) of the Collocation Space in Intrado's collocation arrangement is not being utilized.
- 1.5.3 Within twenty (20) days of receipt of written notification from AT&T, Intrado shall either: (1) return the non-utilized Collocation Space to AT&T in which case Intrado shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to AT&T; or (2) for all states, with the exception of Florida, provide AT&T with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date Intrado accepted the Collocation Space (Acceptance Date) from AT&T. For Florida, Intrado shall provide information to AT&T demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.
- 1.5.4 Disputes concerning AT&T's claim of space exhaust, or near exhaust, or Intrado's refusal to return requested Collocation Space should be resolved by AT&T and Intrado pursuant to the dispute resolution language contained in the General Terms and Conditions.
- 1.6 Use of Space. Intrado may only place in the Collocation Space equipment necessary for interconnection with AT&T's services/facilities or for accessing AT&T's unbundled network elements for the provision of Telecommunications Services, as specifically set forth in this Agreement. The Collocation Space assigned to Intrado may not be used for any purposes other than as specifically described herein, including, but not limited to office space or a place of reporting for Intrado's employees or certified suppliers.
- 1.7 Rates and Charges. Intrado agrees to pay the rates and charges identified in Exhibit B.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial

Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2 Optional Reports

- 2.1 Space Availability Report. Upon request from Intrado and at Intrado's expense, AT&T will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular AT&T Premises. This report will include the amount of Collocation Space available at the AT&T Premises requested, the number of collocators present at the AT&T Premises, any modifications in the use of the space since the last report on the AT&T Premises requested and the measures AT&T is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the AT&T Premises for which the Space Availability Report was requested by Intrado.
- 2.1.1 The request from Intrado for a Space Availability Report must be in writing and include the AT&T Premises street address, as identified in the LERG, and the CLLI code for the AT&T Premises requested. CLLI code information is located in the NECA Tariff FCC No. 4.
- 2.1.2 AT&T will respond to a request for a Space Availability Report for a particular AT&T Premises within ten (10) days of the receipt of such request.
- 2.1.3 AT&T will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) AT&T Premises within the same state. The response time for Space Availability Report requests of more than five (5) AT&T Premises, whether the request is for the same state or for two (2) or more states within the AT&T Southeast Region 9-State, shall be negotiated between the Parties.
- 2.2 Remote Terminal Information. Upon request, AT&T will provide Intrado with the following information concerning AT&T's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 AT&T will provide this information within thirty (30) days of a Intrado request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in AT&T's systems; and (ii) the information will only be provided for each serving wire center designated by Intrado, up to a maximum of thirty (30) wire centers per Intrado request per month per state. AT&T will bill the nonrecurring charge pursuant to the rates in Exhibit B at the time AT&T sends the CD.

3 Collocation Options

3.1 Cageless Collocation. AT&T shall allow Intrado to collocate Intrado's equipment and facilities without requiring the construction of a cage or similar structure. AT&T shall allow Intrado to have direct access to Intrado's equipment and facilities in accordance with Section 5.1.2 below. AT&T shall make cageless collocation available in single bay increments. Except where Intrado's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Intrado must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged Collocation

3.2.1 AT&T will make caged Collocation Space in Central Offices available in fifty (50) square foot increments. At Intrado's option and expense, Intrado will arrange with a Supplier certified by AT&T (AT&T Certified Supplier) to construct a collocation arrangement enclosure in accordance with AT&T's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than AT&T's wire mesh enclosure specifications, Intrado and Intrado's AT&T Certified Supplier must comply with the more stringent local building code requirements. Intrado's AT&T Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. AT&T or AT&T's designated agent or contractor shall provide, at Intrado's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for Intrado's AT&T Certified Supplier to obtain all necessary permits and/or other licenses. Intrado's AT&T Certified Supplier shall bill Intrado directly for all work performed for Intrado. AT&T shall have no liability for, nor responsibility to pay, such charges imposed by Intrado's AT&T Certified Supplier. Intrado must provide the local AT&T Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, AT&T will not access Intrado's locked enclosure prior to notifying Intrado at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Intrado's Collocation Space is required. Upon request, AT&T shall construct the enclosure for Intrado.

3.2.2 In the event Intrado's AT&T Certified Supplier will construct the collocation arrangement enclosure, AT&T may elect to review Intrado's plans and specifications, prior to allowing the construction to start, to ensure compliance with AT&T's wire mesh enclosure specifications. AT&T will notify Intrado of its desire to conduct this review in AT&T's Application Response, as defined herein, to Intrado's Initial Application. If Intrado's Initial Application does not indicate its desire to construct its own enclosure and Intrado subsequently decides

to construct its own enclosure prior to AT&T's Application Response, then Intrado will resubmit its Initial Application, indicating its desire to construct its own enclosure. If Intrado subsequently decides construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by AT&T, Intrado will submit a Subsequent Application, as defined in Section 6.2 below. If AT&T elects to review Intrado's plans and specifications, then AT&T will provide notification to Intrado within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. AT&T shall complete its review within fifteen (15) days after AT&T's receipt of Intrado's plans and specifications. Regardless of whether or not AT&T elects to review Intrado's plans and specifications, AT&T reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Intrado's submitted plans and specifications and/or AT&T's wire mesh enclosure specifications, as applicable. If AT&T decides to inspect the constructed Collocation Space, AT&T will complete its inspection within fifteen (15) days after receipt of Intrado's written notification that the enclosure has been completed. Within seven (7) days after AT&T has completed its inspection of Intrado's caged Collocation Space, AT&T shall require Intrado, at Intrado's expense, to remove or correct any structure that does not meet Intrado's plans and specifications or AT&T's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

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

3.3.2 Intrado, as the Host, shall be the sole interface and responsible Party to AT&T for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. AT&T shall provide Intrado with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Intrado shall be the responsible Party to AT&T for the purpose of submitting applications for initial and additional

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equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's ACNA. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that AT&T provides its written Application Response to the Guest(s) Bona Fide application.

3.3.3 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to AT&T to request the provisioning of interconnecting facilities between AT&T and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable AT&T Tariff or the Guest's Interconnection Agreement with AT&T.

3.3.4 Intrado shall indemnify and hold harmless AT&T from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Intrado's Guest(s) in the Collocation Space, except to the extent caused by AT&T's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation

3.4.1 Subject to technical feasibility and space availability, AT&T will permit an adjacent collocation arrangement (Adjacent Arrangement) on AT&T Premises' property only when space within the requested AT&T Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the AT&T Premises' property. An Adjacent Arrangement shall be constructed or procured by Intrado or Intrado's AT&T Certified Supplier and must be in conformance with the provisions of AT&T's design and construction specifications. Further, Intrado shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.

3.4.2 If Intrado requests Adjacent Collocation, pursuant to the conditions stated in Section 3.4 above, Intrado must arrange with an AT&T Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with AT&T's specifications. AT&T will provide the appropriate specifications upon request. Where local building codes require specifications more stringent than AT&T's own specifications, Intrado and Intrado's AT&T Certified Supplier shall comply with the more stringent local building code requirements. Intrado's AT&T Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. Intrado's AT&T Certified Supplier shall bill Intrado directly for all work performed for Intrado to comply with this Attachment. AT&T shall have no liability for, nor responsibility to pay such charges imposed by Intrado's AT&T Certified Supplier. Intrado must provide the local AT&T contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, AT&T will not access Intrado's locked enclosure prior to notifying Intrado at

least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

- 3.4.3 Intrado must submit its Adjacent Arrangement construction plans and specifications to AT&T when it places its Firm Order. AT&T shall review Intrado's plans and specifications prior to the construction of an Adjacent Arrangement to ensure Intrado's compliance with AT&T's specifications. AT&T shall complete its review within fifteen (15) days after receipt of the plans and specifications from Intrado for the Adjacent Arrangement. AT&T may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Intrado's submitted plans and specifications. If AT&T decides to inspect the completed Adjacent Arrangement, AT&T will complete its inspection within fifteen (15) days after receipt of Intrado's written notification that the Adjacent Arrangement has been completed. Within seven (7) days after AT&T has completed its inspection of Intrado's Adjacent Arrangement, AT&T shall require Intrado, at Intrado's expense, to remove or correct any structure that does not meet its submitted plans and specifications or AT&T's specifications, as applicable.

- 3.4.4 Intrado shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the AT&T point of demarcation. At Intrado's option and where the local authority having jurisdiction permits, AT&T shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, at Intrado's request and expense, AT&T will provide Direct Current (DC) power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. AT&T will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. Intrado will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Intrado's AT&T Certified Supplier shall be responsible, at Intrado's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. AT&T shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect

- 3.5.1 AT&T will permit Intrado to directly interconnect between its own physical/virtual Collocation Spaces within the same AT&T Premises (Direct

Connect). Intrado shall contract with an AT&T Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by Intrado. A Direct Connect shall utilize AT&T common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by Intrado to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where Intrado's physical/virtual Collocation Spaces are contiguous in the central office, Intrado will have the option of using Intrado's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Intrado will deploy such electrical or optical connections directly between its own equipment without being routed through AT&T's equipment or common cable support structure. Intrado may not self-provision a Direct Connect on any AT&T distribution frame, Point of Termination (POT) Bay, Digital System Cross-Connect (DSX) panel or Light Guide Cross-Connect (LGX) panel. Intrado is solely responsible for ensuring the integrity of the signal.

- 3.5.2 To place an order for a Direct Connect, Intrado must submit an Initial Application or Subsequent Application to AT&T. If no modification to the Collocation Space is requested other than the placement of a Direct Connect, the Co-Carrier Cross Connect/Direct Connect Application Fee for Direct Connect, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a Direct Connect, either an Initial Application Fee or a Subsequent Application Fee will apply, pursuant to Section 6.2 below. AT&T will bill this nonrecurring charge on the date that AT&T provides an Application Response to Intrado.

3.6 Co-Carrier Cross Connect (CCXC)

- 3.6.1 A CCXC is a cross connection between Intrado and another collocated telecommunications carrier, other than AT&T, in the same AT&T Premises. Where technically feasible, AT&T will permit Intrado to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same AT&T Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before AT&T will permit the provisioning of a CCXC between the two (2) collocated carriers. The applicable AT&T charges will be assessed to Intrado upon Intrado's request for the CCXC. Intrado is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.
- 3.6.2 Intrado must contract with an AT&T Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Intrado. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Intrado shall be responsible for providing a LOA, with the application, to AT&T from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize AT&T common cable support structure. There will be a recurring charge

per linear foot, per cable, of the common cable support structure used by Intrado to provision the CCXC to the other collocated telecommunications carrier. In those instances where Intrado's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Intrado may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two (2) contiguous cages. Intrado shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through AT&T's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Intrado shall not provision CCXC on any AT&T distribution frame, POT Bay, DSX panel or LGX panel. Intrado is solely responsible for ensuring the integrity of the signal.

- 3.6.3 To place an order for a CCXC, Intrado must submit an application to AT&T. If no modification to the Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross Connect/Direct Connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, either an Initial Application or a Subsequent Application Fee will apply, pursuant to Section 6.2 below. AT&T will bill this nonrecurring charge on the date that it provides an Application Response to Intrado.

4 Occupancy

- 4.1 Space Ready Notification. AT&T will notify Intrado in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walkthrough. Intrado will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with AT&T within fifteen (15) days after the Space Ready Date. AT&T will correct any identified deviations from Intrado's original or jointly amended application within seven (7) days after the walkthrough, unless the Parties mutually agree upon a different time frame. AT&T will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If Intrado completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of Intrado's acceptance of the Collocation Space (Space Acceptance Date). In the event Intrado fails to complete an acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by Intrado on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If Intrado decides to occupy the Collocation Space prior to the Space Ready Date, the date Intrado executes the Agreement for Customer

Access and Acceptance to Unfinished Collocation Space is the date that will be deemed the Space Acceptance Date and billing will begin from that date.

- 4.4 Equipment Installation. Intrado shall notify AT&T in writing that its collocation equipment installation is complete. Intrado's collocation equipment installation is complete when Intrado's equipment is connected to AT&T's network for the purpose of provisioning Telecommunication Services to Intrado's customers. AT&T may refuse to accept any orders for cross-connects until it has received such notice from Intrado.

4.5 Termination of Occupancy.

- 4.5.1 In addition to any other provisions addressing termination of occupancy in this Agreement, Intrado may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy for such Collocation Space. Such termination shall be effective upon AT&T's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Intrado and AT&T conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Intrado signs off on the Space Relinquishment Form and sends this form to AT&T, provided no discrepancies are found during AT&T's subsequent inspection of the terminated space. If the subsequent inspection by AT&T reveals any discrepancies, billing will cease on the date that AT&T and Intrado jointly conduct an inspection, confirming that Intrado has corrected all of the noted discrepancies identified by AT&T. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B.

- 4.5.2 Upon termination of occupancy, Intrado, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Intrado from the Collocation Space. Intrado shall have thirty (30) days from the Bona Fide Firm Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Intrado's Guest(s), unless Intrado's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by AT&T to transfer the Collocation Space to the Guest(s) prior to Intrado's Termination Date.

- 4.5.3 Intrado shall continue the payment of all monthly recurring charges to AT&T until the date Intrado, and if applicable Intrado's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by AT&T. If Intrado or Intrado's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date, AT&T shall have the right to remove and dispose of the equipment and any other property of Intrado or Intrado's Guest(s), in any manner that AT&T deems fit, at Intrado's expense and with no liability whatsoever for Intrado's property or Intrado's Guest(s) property.

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- 4.5.4 Upon termination of Intrado's right to occupy specific Collocation Space, the Collocation Space will revert back to AT&T's central office space inventory. Intrado shall surrender the Collocation Space to AT&T in the same condition as when it was first occupied by Intrado, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Intrado's AT&T Certified Supplier shall be responsible for updating and making any necessary changes to AT&T's records as required by AT&T specifications including, but not limited to, AT&T's Central Office Record Drawings and ERMA Records. Intrado shall be responsible for the cost of removing any Intrado constructed enclosure, as well as any supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5 Use of Collocation Space

5.1 Equipment Type

- 5.1.1 AT&T shall permit the collocation and use of any equipment necessary for interconnection to AT&T's network and/or access to AT&T's unbundled network elements in the provision of Telecommunications Services, as the term "necessary" is defined by FCC 47 C.F.R. § 51.323 (b). The primary purpose and function of any equipment collocated in an AT&T Premises must be for interconnection to AT&T's network or access to AT&T's unbundled network elements in the provision of Telecommunications Services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with AT&T at a level equal in quality to that which AT&T obtains within its own network or what AT&T provides to any affiliate, subsidiary, or other party.
- 5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. AT&T will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on an AT&T Premises must not place any greater relative burden on AT&T's property than comparable single-function equipment. AT&T reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.
- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: for Central Offices Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1 and for Remote Sites Criteria Level 3 requirements as outlined in the Telcordia Special report SR-3580, Issue 1. Except where otherwise required by a Commission, AT&T shall comply with the applicable

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FCC rules relating to denial of collocation equipment based on Intrado's failure to comply with this Section.

- 5.1.3.1 To the extent Intrado wishes to place equipment in its collocation that does not meet the standards set forth in 5.1.3, Intrado may request in writing, pursuant to the Notices section of the General Terms & Conditions, a waiver to such standards. AT&T may provide a waiver in its sole discretion.
- 5.1.4 At a Remote Site, all Intrado equipment installation shall comply with AT&T TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.2 Terminations. Intrado shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by Intrado, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event Intrado submits an application for terminations that will exceed the total capacity of the collocated equipment, Intrado will be informed of the discrepancy by AT&T and required to submit a revision to the application.
- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the Effective Date of this Agreement, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, Intrado will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34th Floor, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or to another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.4 No Marketing. Intrado shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the AT&T Premises.
- 5.5 Equipment Identification. Intrado shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Intrado's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in

order for AT&T to properly identify Intrado's equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.

5.6 Entrance Facilities.

5.6.1 Intrado may elect to place Intrado-owned or Intrado leased fiber entrance facilities into its Collocation Space. AT&T will designate the point of interconnection in close proximity to the AT&T Premises housing the Collocation Space, such as at an entrance manhole or a cable vault for Central Offices, which is physically accessible by both Parties. For Central Offices, Intrado will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. Intrado will provide and install a sufficient length of fire retardant riser cable, to which AT&T will splice the entrance cable. The fire retardant riser cable will extend from the splice location to Intrado's equipment in Intrado's Collocation Space. In the event Intrado utilizes a non-metallic, riser-type entrance facility, a splice will not be required. For Remote Terminals Intrado will provide and place copper cable through conduit from the Remote Site Collocation Space to the feeder distribution interface. Such copper cable must be of sufficient length to reach the splice location for splicing by AT&T. Intrado must contact AT&T for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. Intrado is responsible for the maintenance of the entrance facilities. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of Intrado's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.

5.6.2 Central Office Microwave Transmission Facilities. At Intrado's request, AT&T will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.

5.6.3 Central Office Copper and Coaxial Cable Entrance Facilities. In Florida and Georgia, AT&T shall permit Intrado to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where Intrado demonstrates a necessity and entrance capacity is not at or near exhaust in a particular AT&T Premises in which Intrado's Collocation Space is located. In Florida, Intrado must have approval by the Commission before it submits a request for copper entrance facilities. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless AT&T determines that limited space is available for the placement of these entrance facilities.

5.7 Dual Entrance Facilities at a Central Office. AT&T will provide at least two (2) interconnection points at each Central Office where at least two (2) such interconnection points are available and capacity exists. Upon receipt of a request by Intrado for dual entrance facilities to its physical Collocation Space, AT&T shall provide Intrado with information regarding AT&T's capacity to

accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, AT&T will make the requested conduit space available for the installation of a second entrance facility to Intrado's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of AT&T. Where dual entrance facilities are not available due to a lack of capacity, AT&T will provide this information to Intrado in the Application Response.

5.8 Shared Use

5.8.1 Intrado may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Intrado's Collocation Space within the same AT&T Premises.

5.8.2 AT&T shall allow the splice, as long as the fiber is non-working dark fiber. Intrado must arrange with AT&T in accordance with AT&T's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing AT&T to perform the splice of the Intrado-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If Intrado desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with AT&T in accordance with AT&T's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Intrado authorizing AT&T to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on Intrado's entrance facility.

5.9 Demarcation Point

5.9.1 In Tennessee, if Intrado elects the Tennessee Regulatory Authority (TRA) rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Demarcation Point, will be effective in conjunction with the remaining terms and conditions of this Attachment.

5.9.2 AT&T will designate the point(s) of demarcation between Intrado's equipment and/or network facilities and AT&T's network facilities. For 2-wire and 4-wire connections, the demarcation point shall be a common block on the AT&T designated conventional distribution frame. Intrado shall be responsible for providing the common block and cabling and Intrado's AT&T Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 below. For DS1, DS3, STS1, and optical terminations, AT&T shall designate, provide, and install demarcation point hardware on a per arrangement basis. Intrado shall be responsible for providing, and Intrado's AT&T Certified Supplier shall be responsible for installing any necessary cabling and properly labeling/stenciling the demarcation point hardware for terminations identified in Section 7 below.

5.9.3 Intrado or its agent must install, maintain and operate the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10 below and may self-provision cross-connects that may be required within its own Collocation

Space to activate service requests.

5.10 Equipment and Facilities. Intrado, or if required by this Attachment, Intrado's AT&T Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring and maintenance/repair of the equipment and network facilities used by Intrado, which must be performed in compliance with all applicable AT&T specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and POT connections. Intrado and its designated AT&T Certified Supplier must follow and comply with all AT&T specifications outlined in the following AT&T Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564.

5.11 AT&T's Access to Collocation Space

5.11.1 From time to time, AT&T may require access to Intrado's Collocation Space. AT&T retains the right to access Intrado's Collocation Space for the purpose of making AT&T equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, AT&T will give notice to Intrado at least forty-eight (48) hours before access to Intrado's Collocation Space is required. Intrado may elect to be present whenever AT&T performs work in the Intrado's Collocation Space. The Parties agree that Intrado will not bear any of the expense associated with this type of work.

5.11.2 In the case of an emergency, AT&T will provide oral notice of entry as soon as reasonably practicable after such entry.

5.11.3 Intrado must provide the local AT&T Central Office Building Contact with two (2) Access Devices that will allow AT&T entry into any enclosed and locked Collocation Space including, but not limited to, an Adjacent Arrangement, pursuant to the requirements contained in this Section.

5.12 Intrado's Access

5.12.1 Pursuant to Section 12 below, Intrado shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Intrado agrees to provide the name, date of birth and either the social security number or driver's license number of each employee, supplier or agent of Intrado or Intrado's Guest(s) with Intrado's written request for access keys or cards (Access Devices) for specific AT&T Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Intrado and returned to AT&T Access Management within fifteen (15) days of Intrado's receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by AT&T until the proper acknowledgement documents have been received by AT&T and reflect current information. Charges for Security Access System and for Security Access Devices will be billed at the rates set forth in Exhibit B. Access Devices may not

be duplicated under any circumstances. Intrado agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Intrado's employees, suppliers, agents or Guests after termination of the employment relationship, the contractual obligation with Intrado ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific AT&T Premises. Intrado shall pay all applicable charges associated with lost or stolen Access Devices.

- 5.12.2 Intrado must submit to AT&T the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to an AT&T Premises at least thirty (30) days prior to the date Intrado desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Intrado may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to AT&T's receipt of the BFFO. In the event Intrado desires access to its designated Collocation Space after the first accompanied free visit and Intrado's access request form(s) has not been approved by AT&T or Intrado has not yet submitted an access request form to AT&T, Intrado shall be permitted to access the Collocation Space accompanied by an AT&T security escort, at Intrado's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Intrado must request that escorted access be provided by AT&T to Intrado's designated Collocation Space at least three (3) business days prior to the date such access is desired. An AT&T security escort will be required whenever Intrado or its approved agent or supplier requires access to the entrance manhole.

- 5.13 Lost or Stolen Access Devices. Intrado shall immediately notify AT&T in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for AT&T to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of Intrado's employees, suppliers, agents or Guest(s) to return an Access Device(s), Intrado shall pay for the costs of re-keying the building or deactivating the Access Device(s).

- 5.14 Interference or Impairment

- 5.14.1 Notwithstanding any other provisions of this Attachment, Intrado shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that (1) significantly degrades, interferes with or impairs service provided by AT&T or any other entity or any person's use of its telecommunications services; (2) endangers or damages the equipment, facilities or any other property of AT&T or any other entity or person; (3) compromises the privacy of any communications routed through the AT&T Premises; or (4) creates an unreasonable risk of injury or death to any individual or to the public. If AT&T reasonably determines that any equipment or facilities of Intrado violates the provisions of this paragraph, AT&T shall provide written notice to Intrado, which shall direct Intrado to cure the violation within forty-eight (48) hours of Intrado's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise

reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.

5.14.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Intrado fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of AT&T's or another entity's service, then and only in that event, AT&T may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Intrado's equipment and/or facilities. AT&T will endeavor, but is not required, to provide notice to Intrado prior to the taking of such action and AT&T shall have no liability to Intrado for any damages arising from such action, except to the extent that such action by AT&T constitutes willful misconduct.

5.14.3 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Intrado fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, AT&T will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to Intrado or, if subsequently necessary, the Commission must be provided by AT&T with specific and verifiable information. When AT&T demonstrates that a certain technology deployed by Intrado is significantly degrading the performance of other advanced services or traditional voice band services, Intrado shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. § 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.15 Personalty and Its Removal. Facilities and equipment placed by Intrado in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Intrado at any time. Any damage caused to the Collocation Space by Intrado's employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by Intrado at its sole expense. If Intrado decides to remove equipment

and/or facilities from its Collocation Space and the removal requires no physical work be performed by AT&T and Intrado's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, AT&T will bill Intrado the Administrative Only Application Fee associated with the type of removal activity performed by Intrado, as set forth in Exhibit B. This nonrecurring fee will be billed on the date that AT&T provides an Application Response to Intrado.

5.16 Alterations. Under no condition shall Intrado or any person acting on behalf of Intrado make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the AT&T Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of AT&T, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Intrado. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1 and 7.1.4 below, which will be billed by AT&T on the date that AT&T provides Intrado with an Application Response.

5.17 Central Office Janitorial Service. Intrado shall be responsible for the general upkeep of its Collocation Space. Intrado shall arrange directly with an AT&T Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, AT&T shall provide a list of such suppliers on an AT&T Premises-specific basis.

5.18 Upkeep of Remote Collocation Space. Intrado shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Intrado shall be responsible for removing any of Intrado's debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6 **Ordering and Preparation of Collocation Space**

6.1 Initial Application. For Intrado's or Intrado's Guest's(s') initial equipment placement, Intrado shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into AT&T's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An Initial Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by Intrado for Central Office or Remote Site Collocation, as applicable, and will be billed by AT&T on the date AT&T provides Intrado with an Application Response.

6.1.1 For Remote Site Collocation, a request for additional space at a later date will require the submission of an Initial Application. The installation of additional shelves/equipment within an existing bay does not require an Initial Application.

6.2 Subsequent Application. In the event Intrado or Intrado's Guest(s) desires to

modify its use of the Collocation Space in a Central Office after a BFFO, Intrado shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 above (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. AT&T shall determine what modifications, if any, to the AT&T Premises are required to accommodate the change(s) requested by Intrado in the Subsequent Application. Such modifications to the AT&T Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.2.1 Subsequent Application Fees. The application fee paid by Intrado for an Alteration in a Central Office shall be dependent upon the level of assessment needed to provide a complete Application Response for the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires AT&T to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, the addition, exchange or removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by AT&T which require no additional space, power or terminations to be provided to Intrado's collocation arrangement), and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when Intrado submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same AT&T Central Office or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same AT&T Central Office. In Florida and Tennessee, the Power Reconfiguration Only Application Fee will apply when Intrado submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that AT&T is currently providing to Intrado's physical Collocation Space in a Central Office. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that AT&T provides Intrado with an Application Response.

6.3 Space Preferences. If Intrado has previously requested and received a Space Availability Report for the AT&T Premises, Intrado may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event AT&T cannot accommodate Intrado's space preference(s), Intrado may accept the space allocated by AT&T or cancel its application and submit another application requesting additional space

preferences for the same AT&T Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by AT&T on the date that AT&T provides Intrado with an Application Response.

6.4 Space Availability Notification

6.4.1 For all states except Florida and Tennessee, AT&T will respond to an application within ten (10) days as to whether space is available or not available within the requested AT&T Premises. In Florida and Tennessee, AT&T will respond to an application within fifteen (15) days as to whether space is available or not available within an AT&T Premises. AT&T's e.App system will reflect when Intrado's application is Bona Fide. If the application cannot be Bona Fide, AT&T will identify what revisions are necessary for the application to become Bona Fide.

6.4.2 If the amount of space requested is not available, AT&T will notify Intrado of the amount of space that is available and no application fee will apply. When AT&T's response includes an amount of space less than that requested by Intrado or space that is configured differently, no application fee will apply. If Intrado decides to accept the available space, Intrado must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Intrado resubmits its application to accept the available space, AT&T will bill Intrado the appropriate application fee.

6.5 Denial of Application. If AT&T notifies Intrado that no space is available (Denial of Application), AT&T will not assess an application fee to Intrado. After notifying Intrado that AT&T has no available space in the requested AT&T Premises, AT&T will allow Intrado, upon request, to tour the entire AT&T Premises within ten (10) days of such Denial of Application. In order to schedule this tour, AT&T must receive the request for the tour of the AT&T Premises within five (5) days of the Denial of Application.

6.6 Petition for Waiver. Upon Denial of Application, AT&T will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). AT&T shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, AT&T or any of AT&T's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, AT&T shall permit Intrado to inspect any floor plans or diagrams that AT&T provides to the Commission.

6.7 Waiting List

6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, AT&T will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that an AT&T Premises is out of space, have submitted a Letter of Intent to collocate in that AT&T Premises. AT&T will notify each telecommunications carrier on the waiting list that can be

accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.

6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, AT&T will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that an AT&T Premises is out of space, have submitted a Letter of Intent to collocate in that AT&T Premises. Sixty (60) days prior to space becoming available, if known, AT&T will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If AT&T does not know sixty (60) days in advance of when space will become available, AT&T will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

6.7.3 When physical Collocation Space becomes available, Intrado must submit an updated, complete and accurate application to AT&T within thirty (30) days of notification by AT&T that physical Collocation Space will be available in the requested AT&T Premises previously out of space. If Intrado has originally requested caged Collocation Space and cageless Collocation Space becomes available, Intrado may refuse such space and notify AT&T in writing, within the thirty (30) day timeframe referenced above, that Intrado wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.

6.7.4 Intrado may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Intrado does not submit an application or notify AT&T in writing within the thirty (30) day timeframe as described in Section 6.7.2 above, AT&T will offer the available space to the next telecommunications carrier on the waiting list and remove Intrado from the waiting list. Upon request, AT&T will advise Intrado as to its position on the waiting list for a particular AT&T Premises.

6.8 Public Notification. AT&T will maintain on its Interconnection Web site, a notification document that will indicate all AT&T Premises that are without available space. AT&T shall update such document within ten (10) days of the date that AT&T becomes aware that insufficient space is available to accommodate physical Collocation. AT&T will also post a document on its Interconnection Web site that contains a general notice when space becomes available in an AT&T Premises previously on the space exhaust list.

6.9 Application Response

6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, when space has been determined to be available for physical

(caged or cageless) Collocation arrangements, AT&T will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable Intrado to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.

6.9.2 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, AT&T will provide an Application Response including sufficient information to enable Intrado to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee and any other applicable space preparation fees, as described in Section 8 below. When Intrado submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.

6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application after AT&T has provided the Application Response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Intrado or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. AT&T will charge Intrado the appropriate application fee associated with the level of assessment performed by AT&T, pursuant to Sections 6.1 and 6.2 above.

6.11 Bona Fide Firm Order

6.11.1 Intrado shall indicate its intent to proceed with a Collocation Space request in an AT&T Premises by submitting a BFFO to AT&T. The BFFO must be received by AT&T no later than thirty (30) days after AT&T's Application Response to Intrado's Bona Fide application or Intrado's application will expire.

6.11.2 AT&T will establish a Firm Order date based upon the date AT&T is in receipt of Intrado's BFFO. AT&T will acknowledge the receipt of Intrado's BFFO within seven (7) days of receipt, so that Intrado will have positive confirmation that its BFFO has been received. AT&T's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions may be made to a BFFO.

7 Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Florida and Tennessee, AT&T will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) days from

receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, AT&T will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, AT&T will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by Intrado. If additional space has been requested by Intrado, AT&T will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If AT&T does not believe that construction will be completed within the relevant provisioning interval and AT&T and Intrado cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, AT&T may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, AT&T will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. AT&T will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to AT&T's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and AT&T's power plant.) Extraordinary conditions include, but may not be limited to: major AT&T equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Collocation Space requested or AT&T may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if AT&T does not believe that construction will be completed within the relevant provisioning interval.

7.1.3 Records Only Change. When Intrado adds equipment, that was originally included on Intrado's Initial Application or a Subsequent Application, and the installation of this equipment requires no additional space preparation work or cable terminations on the part of AT&T, then AT&T will impose no additional charges or intervals.

7.1.4 For Central Offices in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, AT&T will provide the reduced

intervals outlined below to Intrado, when Intrado requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 below as an “Augment”. Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by Intrado. AT&T will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to Intrado.

- 7.1.4.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48 Volt (-48V) DC Power
- 7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:
- 168 DS1 Terminations at the AT&T Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3 Terminations at the AT&T Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber terminations at the AT&T Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the AT&T Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - Installation of Cable Racking or Other Support Structure, as Required, to Support CCXCs (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection structure for Fiber Patch Cord is Excluded)
- 7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) days after BFFO. All requests for additional Physical Collocation Space (caged or cageless) are included in this category.

- 7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) days after BFFO. This category includes all requests for additional virtual Collocation Space.
- 7.1.4.6 If Intrado submits an Augment that includes two (2) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2 or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two (2) items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.7 If Intrado submits an Augment that includes three (3) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the Major Augment interval of ninety (90) days from the receipt of the BFFO would apply (e.g., if three (3) items from the Simple Augment category are requested on the same request for a physical Collocation arrangement, then an interval of ninety (90) days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three (3) items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).
- 7.1.4.8 If Intrado submits an Augment that includes one (1) Augment item from two (2) separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by Intrado and AT&T. If Intrado and AT&T are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Sections 7.1.4.4 and Section 7.1.4.5 above, would apply based on whether the Augment is for Intrado's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If Intrado requests multiple items from different Augment categories, AT&T will bill Intrado the Augment application fee, as identified in Exhibit B, associated with the higher Augment category only. The appropriate application fee will be assessed to Intrado at the time AT&T provides Intrado with the Application Response. Intrado will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above for physical and virtual

Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B.

- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between AT&T and Intrado will commence within a maximum of twenty (20) days from AT&T's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or AT&T Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or AT&T Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.
- 7.4 Central Office Circuit Facility Assignments
- 7.4.1 Unless otherwise specified, AT&T will provide Circuit Facility Assignments (CFAs) to Intrado prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those AT&T Premises in which Intrado has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by AT&T. AT&T cannot provide CFAs to Intrado prior to the Provisioning Interval for those AT&T Premises in which Intrado has physical Collocation Space with a POT bay provided by Intrado or virtual Collocation Space, until Intrado has provided AT&T with the following information:
- 7.4.1.1 For physical Central Office Collocation Space with a Intrado-provided POT bay, Intrado shall provide AT&T with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.; or
- 7.4.1.2 For virtual Central Office Collocation Space, Intrado shall provide AT&T with a complete layout of Intrado's equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Intrado's AT&T Certified Supplier.
- 7.4.2 AT&T cannot begin work on the CFAs until the complete and accurate EIU form has been received from Intrado. If the EIU form is provided within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) days of AT&T's receipt of the EIU form.
- 7.4.3 AT&T will bill Intrado a nonrecurring charge, as set forth in Exhibit B, each time Intrado requests a resend of its original CFA information for any reason other than an AT&T error in the CFAs initially provided to Intrado.
- 7.5 Use of AT&T Certified Supplier. Intrado shall select a supplier which has been approved as an AT&T Certified Supplier to perform all engineering and installation work. Intrado, if an AT&T Certified Supplier or Intrado's AT&T Certified Supplier must follow and comply with all of AT&T's specifications and

the following AT&T Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564. Unless the AT&T Certified Supplier has met the requirements for all of the required work activities, Intrado must use a different AT&T Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. AT&T shall provide Intrado with a list of AT&T Certified Suppliers, upon request. Intrado, if an AT&T Certified Supplier, or Intrado's AT&T Certified Supplier(s) shall be responsible for installing Intrado's equipment and associated components, extending power cabling to the AT&T power distribution frame, performing operational tests after installation is complete, and notifying AT&T's equipment engineers and Intrado upon successful completion of the installation and any associated work. When an AT&T Certified Supplier is used by Intrado, the AT&T Certified Supplier shall bill Intrado directly for all work performed for Intrado pursuant to this Attachment. AT&T shall have no liability for nor responsibility to pay, such charges imposed by Intrado's AT&T Certified Supplier. AT&T shall make available its supplier certification program to Intrado or any supplier proposed by Intrado and will not unreasonably withhold certification. All work performed by or for Intrado shall conform to generally accepted industry standards.

- 7.6 Alarms and Monitoring. AT&T shall place environmental alarms in the AT&T Premises for the protection of AT&T equipment and facilities. Intrado shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Intrado's Collocation Space. Upon request, AT&T will provide Intrado with an applicable AT&T tariffed service(s) to facilitate remote monitoring of collocated equipment by Intrado. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at an AT&T Central Office due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Intrado may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B. If AT&T knows when additional physical Collocation Space may become available at the AT&T Central Office requested by Intrado, such information will be provided to Intrado in AT&T's written denial of physical Collocation Space. Intrado must arrange with an AT&T Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.
- 7.7.1 In Alabama, AT&T will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from AT&T's receipt of a BFFO and from a virtual collocation arrangement to a

caged physical collocation arrangement within ninety (90) days from AT&T's receipt of a BFFO.

7.8 Virtual to Physical Conversion (In-Place)

7.8.1 Virtual collocation arrangements in Central Offices may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: (1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; (2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that AT&T has reserved for its own future needs; and (3) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, AT&T will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. AT&T will bill Intrado an Administrative Only Application Fee, as set forth in Exhibit B, on the date AT&T provides an Application Response to Intrado.

7.8.2 In Alabama and Tennessee, AT&T will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified in Section 7.8.1 above.

7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Intrado cancels its order for Collocation Space (Cancellation), AT&T will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if Intrado cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by AT&T; however, Intrado will be responsible for reimbursing AT&T for any costs specifically incurred by AT&T on behalf of Intrado up to the date that the written notice of cancellation was received by AT&T. In Georgia, if Intrado cancels its order for Collocation Space at any time prior to space acceptance, AT&T will bill Intrado for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.

7.10 Licenses. Intrado, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in an AT&T Premises.

7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8 Rates and Charges

8.1 Rates. Intrado agrees to pay the rates and charges identified in Exhibit B attached hereto.

- 8.1.1 In Tennessee, if Intrado elects the TRA rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Application Fee, Space Preparation, Floor Space and Caged Collocation Power Usage metering, will be effective in conjunction with the remaining terms and conditions of this Attachment.
- 8.1.2 Should Intrado elect to transition to the TRA Option after the execution of this Agreement, Intrado shall notify AT&T in writing sixty (60) days prior to the implementation of this election.
- 8.2 Application Fees. AT&T shall assess any nonrecurring application fees within thirty (30) days of the date that AT&T provides an Application Response to Intrado or on Intrado's next scheduled monthly billing statement.
- 8.3 Recurring Charges
- 8.3.1 If Intrado has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event Intrado fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If Intrado occupies the space prior to the Space Ready Date, the date Intrado occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in Intrado's next billing cycle and will include any prorated charges for the period from Intrado's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by AT&T.
- 8.3.2 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused ampere (amp), per month, based upon the total number of fused amps of power capacity requested by Intrado on Intrado's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.
- 8.3.3 AT&T shall have the right to inspect and inventory any DC power fuse installations at an AT&T BDFB or DC power circuit installations at AT&T's main power board for any Intrado collocation arrangement, to verify that the total number of fused amps of power capacity installed by Intrado's AT&T Certified Supplier matches the number of fused amps of DC power capacity requested by Intrado on Intrado's Initial Application and all Subsequent Applications. If AT&T determines that Intrado's AT&T Certified Supplier has installed more DC capacity than Intrado requested on its Initial Application and all Subsequent Applications, AT&T shall notify Intrado in writing of such discrepancy and shall assess Intrado for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3.1 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. AT&T shall also revise

Intrado's recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.

- 8.4 Nonrecurring Charges. Unless specified otherwise herein, AT&T shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that AT&T provides an Application Response to Intrado or on Intrado's next scheduled monthly billing statement, if Intrado's current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by AT&T within thirty (30) days of AT&T's confirmation of Intrado's BFFO or on Intrado's next scheduled monthly billing statement.
- 8.5 In some cases, Commissions have ordered AT&T to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T, regardless of whether or not a disconnect order is issued by Intrado. Disconnect charges are set forth in Exhibit B of this Attachment.
- 8.6 Central Office Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, Intrado shall remit the payment of the nonrecurring Firm Order Processing Fee coincident with the submission of Intrado's BFFO. In Florida, the nonrecurring Firm Order Processing Fee will be billed by AT&T, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.
- 8.7 Central Office Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the AT&T Premises; however, this charge does not include any expenses associated with AC or DC power supplied to Intrado's Collocation Space for the operation of Intrado's equipment. For caged physical Collocation Space, Intrado shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is fifty (50) square feet. Additional caged Collocation Space may be requested in increments of fifty (50) square feet. For cageless Collocation Space, Intrado shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the

equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. AT&T will assign cageless Collocation Space in conventional equipment rack lineups where feasible. In the event Intrado's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, Intrado shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.8 Remote Site Bay Space. In a Remote Site, the bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power Intrado's equipment. Intrado shall remit bay space charges based upon the number of bays requested. AT&T will assign Remote Site Collocation Space in conventional Remote Site bay lineups where feasible.

8.9 Power

- 8.9.1 In a Central Office AT&T shall make available -48V DC power for Intrado's Collocation Space at an AT&T BDFB. When obtaining DC power from an AT&T BDFB, Intrado's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Intrado's AT&T Certified Supplier, in accordance with the number of fused amps of DC power requested by Intrado on Intrado's Initial Application and any Subsequent Applications. Intrado is also responsible for contracting with an AT&T Certified Supplier to run the power distribution feeder cable from the AT&T BDFB to the equipment in Intrado's Collocation Space. The AT&T Certified Supplier contracted by Intrado must provide AT&T with a copy of the engineering power specifications prior to the day on which Intrado's equipment becomes operational (hereinafter "Commencement Date"). AT&T will provide the common power feeder cable support structure between the AT&T BDFB and Intrado's Collocation Space. Intrado shall contract with an AT&T Certified Supplier who shall be responsible for performing those power provisioning activities required to enable Intrado's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Intrado's Collocation Space, power cable feeds and terminations of the power cabling. Intrado and Intrado's AT&T Certified Supplier shall comply with all applicable NEC, AT&T TR 73503, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

- 8.9.1.1 At a Remote Site, AT&T shall make available -48V DC power for Intrado's Remote Collocation Space at a BDFB within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced in Section 8.7 above. If the power requirements for Intrado's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.

- 8.9.2 In Florida Central Offices only, subject to technical feasibility, commercial

availability and safety limitations, AT&T will permit Intrado to request DC power in five (5) amp increments from five (5) amps up to one hundred (100) amps from the AT&T BDFB. However, in accordance with industry standard fuse sizing, Intrado may request that AT&T provision DC power of seventy (70) amps or greater directly from AT&T's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at an AT&T main power board in all AT&T Premises is a two hundred twenty-five (225) amp circuit breaker.

8.9.3 AT&T will revise Intrado's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when Intrado submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from AT&T for its Collocation Space. If Intrado's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, Intrado's AT&T Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, AT&T TR 73503, Telcordia and ANSI Standards, as well as the requirements noted in Sections 8.7 and 8.7.1 above. Intrado's AT&T Certified Supplier shall provide notification to AT&T when these activities have been completed.

8.9.4 AT&T will revise Intrado's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon AT&T's receipt of the Power Reduction Form from Intrado, certifying the completion of the power reduction work, including the removal of any associated power cabling by Intrado's AT&T Certified Supplier. Notwithstanding the foregoing, if Intrado's AT&T Certified Supplier has not removed or, at AT&T's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at AT&T's discretion, cut by Intrado's AT&T Certified Supplier and Intrado shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.

8.9.5 If Intrado requests an increase or a reduction in the amount of power that AT&T is currently providing in a Central Office, Intrado must submit a Subsequent Application. In all states other than Florida and Tennessee if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee will apply. In Florida and Tennessee the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. AT&T will bill this nonrecurring fee on the date that AT&T provides an Application Response to Intrado's Subsequent Application.

8.9.5.1 In Central Offices in Alabama and Louisiana, if Intrado has existing power configurations currently served from the AT&T main power board and requests that its power be reconfigured to connect to an AT&T BDFB, in a specific AT&T

Premises, Intrado must submit a Subsequent Application to AT&T. AT&T will provide a response to such application within seven (7) days and no Simple Augment Application Fee will be assessed by AT&T for this one time only power reconfiguration to an AT&T BDFB. For any power reconfigurations thereafter, Intrado will submit a Subsequent Application and the appropriate Simple Augment Application Fee will apply.

8.9.6 If Intrado elects to install its own DC Power Plant, AT&T shall provide AC power to feed Intrado's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from an AT&T service panel, protection devices and power cables must be engineered (sized) and installed by Intrado's AT&T Certified Supplier, with the exception that AT&T shall engineer and install protection devices and power cables for Adjacent Collocation. Intrado's AT&T Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Intrado's option, Intrado may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

8.9.7 Intrado shall contract with an AT&T Certified Supplier to perform the installation and removal of dedicated power cable support structure within Intrado's arrangement and terminations of cable within the Collocation Space.

8.9.8 Fused Amp Power. In all states, except as otherwise set forth in this Agreement, AT&T shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following:

For power provisioned from a BDFB. The number of fused amps requested by Intrado on its collocation application for power that is being provisioned from an AT&T BDFB will be multiplied by the DC power fused amp rate set forth in Exhibit B. A minimum of ten (10) fused amps is required.

For existing power configurations that are provisioned from AT&T's main power board. The number of fused amps made available at the main power board, in increments of two hundred and twenty-five (225) amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B.

8.9.9 Florida Power Usage Option

8.9.9.1 In Central Offices in Florida only, Intrado may request that -48 DC power provisioned by AT&T to Intrado's Collocation Space be assessed per amp, per month based upon amps used, pursuant to the rates set forth in Exhibit B. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3 above. If Intrado desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly

recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Intrado to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power Intrado requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular AT&T Premises on Intrado's Initial Application or Subsequent Application. AT&T shall allow Intrado at Intrado's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by Intrado. AT&T is not required to build its central office power infrastructure to meet Intrado's forecasted DC power demand. Intrado must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from AT&T's power plant for each existing collocation arrangement Intrado converts to the FL Option or for any new collocation arrangements Intrado establishes under the FL Option.

- 8.9.9.2 AT&T, at any time and at its own expense, shall have the right to verify the accuracy of Intrado's power usage under the FL Option for a specific collocation arrangement in a particular AT&T Premises, based on a meter reading(s) taken by AT&T of the amount of power being consumed by Intrado's collocation arrangement. AT&T may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by Intrado for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate AT&T's reading, then AT&T shall adjust Intrado's billing to reflect AT&T's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by AT&T.
- 8.9.9.3 AT&T shall assess Intrado a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B. Intrado shall notify AT&T of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by Intrado. The requested change in DC power usage will be reflected in Intrado's next scheduled monthly billing cycle.
- 8.9.10 Tennessee Caged Collocation Power Usage Metering Option. In Central Offices in Tennessee only, Intrado may request that DC power provisioned by AT&T to Intrado's caged Collocation Space be assessed pursuant to the orders entered by the Tennessee Regulatory Authority in Dockets 97-01262, 99-00430, and 00-00544 for Collocation for Tennessee. By electing the TRA Option, Intrado accepts the TRA rates, terms and conditions of Exhibit C in their entirety in conjunction with the other terms and conditions of Attachment 4.
- 8.9.11 Georgia Caged Collocation Power Usage Metering Option. - In Georgia, Intrado may request that DC power provisioned by AT&T to Intrado's Collocation Space be assessed pursuant to Georgia Public Service Commission Order Docket No.

14361-U ("Order"). AT&T will assess Intrado for -48V DC power using the actual number of load Amps measured. The power circuits may be fed from either an AT&T BDFB or Intrado's BDFB. These recurring power charges will be assessed by AT&T on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3.

- 8.9.11.1 Upon Intrado's election of the power metering option Intrado will convert existing caged collocation arrangements to the power metering rate structure. The recurring power charges that are contained Exhibit B of this Attachment will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Intrado to convert an existing caged collocation arrangement to the metered power rates.
- 8.9.11.2 Pursuant to the Order, Intrado shall provide a Fluke Model 189 AC/DC multimeter and Fluke Model i410 clamp-on ammeter probe for each central office where they have requested metered power. One copy of the FlukeView software must also be provided for each Fluke 189 multimeter, and each copy must comply with Fluke copyrights.
- 8.9.11.3 Intrado may, at its sole cost and expense, install its own meters on its BDFB(s) located in its own caged Collocation Space(s) and notify AT&T of the option of using such meters for the purposes of measuring Intrado's actual power usage. In such case, AT&T, or its AT&T Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed on Intrado's own BDFB(s) or via the aforementioned Fluke 189 multimeter equipped with a Fluke i410 clamp-on ammeter probe.
- 8.9.11.4 AT&T, at its sole option and at its own cost, may choose to purchase, install, and use its own ammeter measurement device. The usage reading for the option elected by AT&T shall be used for purposes of calculating the DC power usage billing.
- 8.9.11.5 AT&T, or its AT&T Certified Supplier, will perform all metering activities, to measure the actual power usage being drawn by Intrado's collocation equipment on both the A and B power feeds. The charge will be the sum of both the A and B power feeds and will be based upon either an instantaneous reading or busy hour average current reading, depending on the capabilities of the ammeter measurement device.
- 8.9.11.6 If AT&T, or its AT&T Certified Supplier, requires access to Intrado's caged Collocation Space(s) for purposes of measuring the power usage, AT&T or its AT&T Certified Supplier shall provide Intrado with a minimum of forty-eight (48) hours (two business days) notice that access is required. Intrado shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to Intrado's caged Collocation Space(s). Once the date and time of access to Intrado's caged Collocation Space(s) has been agreed upon, Intrado and AT&T, or its AT&T Certified Supplier, shall adhere to the agreed upon date and time, or provide a minimum of three (3) hours notice to the other Party if the original appointment(s) will be

missed or must be canceled and rescheduled. Once a mutually agreed upon date and time are established and Intrado does not provide minimum of three (3) hours notice, AT&T's Certified Supplier will only remain at the site for thirty (30) minutes. After thirty (30) minutes the appointment will be considered missed by Intrado.

8.9.11.7 If Intrado fails to provide access to its caged Collocation Space(s) or fails to provide AT&T, or its AT&T Certified Supplier, with sufficient notification of the missed appointment(s), as noted above, then Intrado shall pay the nonrecurring "Additional Meter Reading Trip Charge", as set forth in Exhibit B of this Attachment, for each additional meter reading trip that must be rescheduled to measure Intrado's power usage for such caged Collocation Space(s). Intrado and the AT&T Certified Supplier may jointly agree to less stringent notification requirements to address, for example, any service interruption or restoration of service situations, on a location-by-location basis.

8.9.11.8 For each new caged collocation arrangement, Intrado shall indicate on Intrado's Initial Application that they are electing to have metered power. For each location that Intrado wishes to convert to metered power Intrado will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

This Subsequent Application is Intrado's certification that Intrado is opting to convert this caged collocation arrangement to metered power and will permit AT&T, or the AT&T Certified Supplier, to measure its actual power usage on all power feeds.

8.9.11.9 AT&T will bill Intrado a Power Reconfiguration Only Application Fee, as set forth in Exhibit B of this Attachment, on the date that AT&T provides an Application Response to each Subsequent Application submitted by Intrado converting its caged collocation arrangements to the metered power rates. AT&T shall then arrange for the measurement of Intrado's actual power usage on each power feed (each A and B power feed) once each quarter at each of Intrado's caged collocation arrangements for which Intrado has submitted an Initial or Subsequent Application electing metered power.

8.9.11.10 Based upon the actual power usage measurement taken by AT&T or the AT&T Certified Supplier, AT&T shall assess Intrado for power usage for the following quarter based upon Intrado's actual metered usage for each power feed (both the A and B power feeds) or a minimum of ten (10) amps of - 48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the rate for Load Amps either with an AT&T BDFB or with Intrado BDFB as set forth in Exhibit B of this Attachment, to determine the appropriate monthly recurring power usage charge that will be billed to Intrado for the following three (3) months or until the next power usage measurement is taken, whichever is later.

8.9.11.11 Either Party, within fifteen (15) days of notice of the usage measurement

established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If Intrado requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then Intrado will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B of this Attachment. If AT&T requests a power usage reading be taken in this instance, then Intrado will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate Intrado's AC usage charge for the next three (3) months.

8.9.11.12 AT&T, at any time and at its own expense, shall have the right to verify the accuracy of Intrado's BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, an ammeter. If the meter readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties agree to perform a joint investigation. If Intrado's BDFB meter is found to be in error, then Intrado agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration of the meters themselves. The readings must vary by more than ten (10) % or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the AT&T reading is substantiated, AT&T shall adjust Intrado's billing retroactive to the beginning of the quarter for which the last meter reading was taken.

8.9.11.13 When Intrado submits the appropriate Initial or Subsequent Application for a specific caged collocation arrangement in a particular AT&T Premises, AT&T will provide the associated Application Response pursuant to Section 6 above. It will then be the responsibility of Intrado to submit a BFFO. After AT&T receives the BFFO from Intrado, the Initial or Subsequent Application will be completed by AT&T within the provisioning intervals contained in Section 7 above and Intrado will be notified of the Space Ready Date or when the appropriate record and database changes have been made by AT&T to reflect Intrado's conversion to the metered power rates (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a specific caged collocation arrangement in a particular AT&T Premises to the metered power rates).

8.9.11.14 AT&T will not permit Intrado to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing caged collocation arrangement. When a Subsequent Application is used to elect metered power and there are no other changes requested, billing for the recurring charges associated with metered power will begin upon the Space Ready Date. If Intrado occupies the space prior to the Space Ready Date, for Initial Application requests only, the date Intrado occupies the space will be

deemed the new Space Acceptance Date and billing for metered power will begin on that date. When Intrado moves to metered power the number of fused amps of DC Power requested by Intrado on its Initial or Subsequent Application will be used for calculating the number of amps to be billed until such time as AT&T or its AT&T Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of Intrado's power usage for the requested caged Collocation Space. As soon as this reading has been taken, AT&T will adjust Intrado's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. AT&T will also use this reading for billing purposes until the next quarterly meter reading is performed by AT&T or its AT&T Certified Supplier.

- 8.9.11.15 Intrado agrees to submit a Subsequent Application to notify AT&T when Intrado has removed or installed telecommunications equipment in Intrado's physical Collocation Space to ensure that Intrado's existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in Intrado's Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.
- 8.9.11.16 AT&T will bill Intrado a monthly recurring charge per caged Collocation Space for each arrangement that Intrado has converted to metered power or for new caged Collocation Spaces under the election of metered power. This "Meter Reading" monthly recurring rate element will be assessed per circuit for each circuit read by AT&T or its AT&T Certified Supplier, at the rates set forth in Exhibit B.
- 8.9.12 In Alabama and Louisiana, Intrado has the option to purchase power directly from an electric utility company. Under such option, Intrado is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by an AT&T Certified Supplier hired by Intrado. Intrado's AT&T Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If Intrado currently has power supplied by AT&T, Intrado may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. AT&T will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc., utilized by Intrado in provisioning said power will be billed by AT&T on an ICB basis.
- 8.9.13 In South Carolina, Intrado has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested AT&T Premises. Under such option, Intrado is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to

accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by an AT&T Certified Supplier hired by Intrado. Intrado's AT&T Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing of this power arrangement, just as AT&T is required to comply with these codes. Intrado must submit an application to AT&T for the appropriate amount of Collocation Space that Intrado requires in order to install this type of power arrangement. AT&T will evaluate the request and determine if the appropriate amount of space is available within the AT&T Premises for the installation of Intrado's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the AT&T Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. AT&T shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Intrado shall be responsible for the recurring charges associated with the additional space needed in the AT&T Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested AT&T Premises, AT&T may seek a waiver of these requirements from the Commission for the AT&T Premises requested. Intrado would have the option to order its power needs directly from AT&T.

- 8.10 Central Office Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by AT&T upon receipt of Intrado's BFFO. Charges for cable racking, cable support structure and entrance fiber structure are recurring fees and will also be assessed according to the rates set forth in Exhibit B.
- 8.11 Central Office Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to Intrado in AT&T's database systems. The VG/DS0 per cable record charge is for a maximum of thirty-six hundred (3,600) records per request. The fiber cable record charge is for a maximum of ninety-nine (99) records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of Intrado's BFFO, in all AT&T states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of Intrado's BFFO. All charges will be assessed the rates set forth in Exhibit B.
- 8.12 Security Escort. After Intrado has used its one (1) accompanied site visit, pursuant to Section 5.12.1 above, and prior to Intrado's completion of the AT&T Security Training requirements, contained in Section 12 below, a security escort will be required when Intrado's employees, approved agent, supplier, or Guest(s)

desire access to the entrance manhole or an AT&T Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. AT&T will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and Intrado shall pay for such half-hour charges in the event Intrado's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

- 8.13 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9 Insurance

- 9.1 Intrado shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A.
- 9.2 Intrado shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000). AT&T shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) each employee by disease, and five hundred thousand dollars (\$500,000) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Intrado's real and personal property situated on or within an AT&T Premises.
- 9.2.4 Intrado may elect to purchase business interruption and contingent business interruption insurance, having been advised that AT&T assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by AT&T from time to time during the term of this Agreement, upon thirty (30) days notice to Intrado, to at least such minimum limits as shall then be customary with respect to comparable occupancy of AT&T structures.
- 9.4 All policies purchased by Intrado shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AT&T. All insurance must be in effect on or before the date equipment is delivered to AT&T's Premises and shall remain in effect for the term of this Agreement or until all of Intrado's property has been removed from AT&T's Premises, whichever period is longer. If Intrado fails to maintain required coverage, AT&T

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may pay the premiums thereon and seek reimbursement of same from Intrado.

- 9.5 Intrado shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Intrado shall arrange for AT&T to receive thirty (30) business days' advance notice of cancellation or non-renewal from Intrado's insurance company. Intrado shall forward a certificate of insurance and notice of cancellation/non-renewal to AT&T at the following address:
- AT&T
Attn: Risk Management Office -- Finance
17F54 AT&T Midtown Center
675 W. Peachtree Street
Atlanta, GA 30375
- 9.6 Intrado must conform to recommendations made by AT&T's fire insurance company to the extent AT&T has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self Insurance. If Intrado's net worth exceeds five hundred million dollars (\$500,000,000), Intrado may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. Intrado shall provide audited financial statements to AT&T thirty (30) days prior to the commencement of any work in the Collocation Space. AT&T shall then review such audited financial statements and respond in writing to Intrado in the event that self-insurance status is not granted to Intrado. If AT&T approves Intrado for self-insurance, Intrado shall annually furnish to AT&T, and keep current, evidence of such net worth that is attested to by one of Intrado's corporate officers. The ability to self-insure shall continue so long as Intrado meets all of the requirements of this Section. If Intrado subsequently no longer satisfies the requirements of this Section, Intrado is required to purchase insurance as indicated by Section 9.2 above.
- 9.8 The net worth requirements set forth in Section 9.7 above may be increased by AT&T from time to time during the term of this Agreement upon thirty (30) days' notice to Intrado to at least such minimum limits as shall then be customary with respect to comparable occupancy of an AT&T Premises.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 10 Mechanics Lien**
- 10.1 If any mechanics lien or other liens are filed against property of either Party (AT&T or Intrado), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the

other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11 Inspections

- 11.1 AT&T may conduct an inspection of Intrado's equipment and facilities in Intrado's Collocation Space(s) prior to the activation of facilities and/or services between Intrado's equipment and equipment of AT&T. AT&T may conduct an inspection if Intrado adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. AT&T shall provide Intrado with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by AT&T.

12 Security and Safety Requirements

- 12.1 Unless otherwise specified, Intrado will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Intrado employee hired in the past five (5) years being considered for work on an AT&T Premises, for the states/counties where the Intrado employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Intrado shall not be required to perform this investigation if an affiliated company of Intrado has performed an investigation of the Intrado employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Intrado has performed a pre-employment statewide investigation of criminal history records of the Intrado employee for the states/counties where the Intrado employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Intrado will be required to administer to its personnel assigned to the AT&T Premises security training either provided by AT&T, or meeting criteria defined by AT&T at AT&T's Interconnection Web site, www.interconnection.bellsouth.com/guides.
- 12.3 Intrado shall provide its employees and agents with picture identification, which must be worn and visible at all times while in Intrado's Collocation Space or other areas in or around the AT&T Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Intrado's name. AT&T reserves the right to remove from an AT&T Premises any employee of Intrado not possessing identification issued by Intrado or who has violated any of AT&T's policies as outlined in the CLEC Security Training documents. Intrado shall hold

AT&T harmless for any damages resulting from such removal of Intrado's personnel from an AT&T Premises. Intrado shall be solely responsible for ensuring that any Guest(s) of Intrado is in compliance with all subsections of this Section.

- 12.4 Intrado shall not assign to the AT&T Premises any personnel with records of felony criminal convictions. Intrado shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising AT&T of the nature and gravity of the offense(s). AT&T reserves the right to refuse building access to any of Intrado's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event Intrado chooses not to advise AT&T of the nature and gravity of any misdemeanor conviction, Intrado may, in the alternative, certify to AT&T that it shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Intrado shall not knowingly assign to the AT&T Premises any individual who was a former employee of AT&T and whose employment with AT&T was terminated for a criminal offense, whether or not AT&T sought prosecution of the individual for the criminal offense.
- 12.4.2 Intrado shall not knowingly assign to the AT&T Premises any individual who was a former supplier of AT&T and whose access to an AT&T Premises was revoked due to the commission of a criminal offense, whether or not AT&T sought prosecution of the individual for the criminal offense.
- 12.5 For each Intrado employee or agent hired by Intrado within the last five (5) years, who requires access to an AT&T Premises to perform work in Intrado Collocation Space(s), Intrado shall furnish AT&T certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by AT&T before an employee or agent will be granted such access to an AT&T Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Intrado will disclose the nature of the convictions to AT&T at that time. In the alternative, Intrado may certify to AT&T that it shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other Intrado employees requiring access to an AT&T Premises pursuant to this Attachment, Intrado shall furnish AT&T, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At AT&T's request, Intrado shall promptly remove from the AT&T Premises any employee of Intrado that AT&T does not wish to grant access to an AT&T Premises: 1) pursuant to any investigation conducted by AT&T, or 2) prior to the initiation of an investigation if an employee of Intrado is found interfering with

the property or personnel of AT&T or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by AT&T.

- 12.7 Security Violations. AT&T reserves the right to interview Intrado's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an AT&T Premises or involving AT&T's or another collocated telecommunications carrier's property or personnel, provided that AT&T shall provide reasonable notice to Intrado's Security representative of such interview. Intrado and its employees, agents, suppliers, or Guests shall reasonably cooperate with AT&T's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Intrado's employees, agents, suppliers, or Guests. Additionally, AT&T reserves the right to bill Intrado for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Intrado's employees, agents, suppliers, or Guests are responsible for the alleged act(s). AT&T shall bill Intrado for AT&T property, which is stolen or damaged, where an investigation determines the culpability of Intrado's employees, agents, suppliers, or Guests and where Intrado agrees, in good faith, with the results of such investigation. Intrado shall notify AT&T in writing immediately in the event that Intrado discovers one of its employees, agents, suppliers, or Guests already working on the AT&T Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from AT&T's Premises, any employee found to have violated the security and safety requirements of this Section. Intrado shall hold AT&T harmless for any damages resulting from such removal of Intrado's personnel from an AT&T Premises.

- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on AT&T's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.

13 Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for Intrado's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall

so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Intrado's permitted use, or is damaged and the option to terminate is not exercised by either Party, AT&T covenants and agrees to proceed promptly without expense to Intrado, except for improvements not to the property of AT&T, to repair the damage. AT&T shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of AT&T, which causes shall not be construed as limiting factors, but as exemplary only. Intrado may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that an AT&T Certified Supplier is used and the necessary space preparation has been completed. If Intrado's acceleration of the project increases the cost of the project, then those additional charges will be incurred at Intrado's expense. Where allowed and where practical, Intrado may erect a temporary facility while AT&T rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Intrado shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Intrado's permitted use, until such Collocation Space is fully repaired and restored and Intrado's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Intrado has placed an Adjacent Arrangement pursuant to Section 3.4 above, Intrado shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, AT&T will restore the associated services to the Adjacent Arrangement.

14 Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the date possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with a proportionate refund by AT&T of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, AT&T and Intrado shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15 Nonexclusivity

- 15.1 Intrado understands that this Attachment is not exclusive and that AT&T may enter into similar agreements with other Parties. Assignment of Collocation

Space pursuant to all such agreements shall be determined by space availability and made on a first come, first serve basis.

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ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing physical collocation arrangements.

1. **General Principles**
 - 1.1 Compliance with Applicable Law. AT&T and Intrado agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and Occupational Safety and Healthy Act (OSHA) regulations issued under the OSHA of 1970, as amended and National Fire Protection Association (NFPA), NEC and NESC (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
 - 1.2 Notice. AT&T and Intrado shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Intrado should contact 1-800-743-6737 for any AT&T MSDS required.
 - 1.3 Practices/Procedures. AT&T may make available additional environmental control procedures for Intrado to follow when working at an AT&T Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of AT&T for environmental protection. Intrado will require its suppliers, agents, Guests, and others accessing the AT&T Premises to comply with these practices. Section 2 below lists the Environmental categories where AT&T practices should be followed by Intrado when operating in the AT&T Premises.
 - 1.4 Environmental and Safety Inspections. AT&T reserves the right to inspect the Intrado space with proper notification. AT&T reserves the right to stop any Intrado work operation that imposes Imminent Danger to the environment, employees or other persons in or around an AT&T Premises.
 - 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at an AT&T Premises by Intrado are owned by and considered the property of Intrado. Intrado will indemnify AT&T for claims, lawsuits or damages to persons or property caused by these materials. Without

prior written AT&T approval, no substantial new safety or environmental hazards can be created by Intrado or different hazardous materials used by Intrado at an AT&T Premises. Intrado must demonstrate adequate emergency response capabilities for the materials used by Intrado or remaining at an AT&T Premises.

- 1.6 Spills and Releases. When contamination is discovered at an AT&T Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Intrado to AT&T.
- 1.7 Coordinated Environmental Plans and Permits. AT&T and Intrado will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, AT&T and Intrado will develop a cost sharing procedure. If AT&T's permit or EPA identification number must be used, Intrado must comply with all of AT&T's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of AT&T disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. AT&T and Intrado shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at an AT&T Premises.
2. **Categories for Consideration of Environmental Issues**
- 2.1 When performing functions that fall under the following Environmental categories on AT&T's Premises, Intrado agrees to comply with the applicable sections of the current issue of AT&T's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Intrado further agrees to cooperate with AT&T to ensure that Intrado's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of AT&T's Environmental M&Ps, which apply to the specific Environmental function being performed by Intrado, its employees, agents, suppliers, and/or Guests.
- 2.2 The most current version of the reference documentation must be requested from Intrado's AT&T Regional Contract Manager (RCM).

Environmental Categories	Environmental Issues	Addressed By The Following Documentation
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Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on AT&T's Premises)
Contract labor/outourcing for services with environmental implications to be performed on AT&T Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state and federal laws and regulations Performance of services in accordance with AT&T's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state & federal laws and regulations Protection of AT&T employees and equipment	Std T&C 450 29 C.F.R. § 1910.147 (OSHA Standard) 29 C.F.R. § 1910 Subpart O (OSHA Standard)
Janitorial service	All waste removal and disposal must conform to all applicable federal, state and	Procurement Manager (CRES Related Matters)-AT&T Supply Chain Services

	local regulations	
	All Hazardous Material and Waste	Fact Sheet Series 17000
	Asbestos notification and protection of employees and equipment	GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state & federal laws and regulations	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996
	Pollution liability insurance	Std T&C 660-3
	EVET approval of supplier	Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 for questions regarding removing or disturbing materials that contain asbestos, call the AT&T Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. Definitions

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 C.F.R. § 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. OSHA hazard communications standard (29 C.F.R. § 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at an AT&T Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the

environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4.

Acronyms

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC – Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET – Environmental Vendor Evaluation Team

GU-BTEN-001BT – AT&T Environmental Methods and Procedures

NESC – National Electrical Safety Codes

P&SM – Property & Services Management

Std T&C – Standard Terms & Conditions

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COLLOCATION - Alabama

CATEGORY	RATE ELEMENTS	Interim Zone	BOS	JSOC	RATES/\$	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B									
								Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
PHYSICAL COLLOCATION																	
Application																	
	Physical Collocation - Initial Application Fee		ICLO	PE1BA	1,879.48												
	Physical Collocation - Subsequent Application Fee		ICLO	PE1CA	1,566.60												
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect Application Fee, per application																
	Physical Collocation Administrative Only - Application Fee		ICLC	PE1DT	584.22												
	Physical Collocation - Application Cost, Simple Augment		ICLC	PE1BL	742.15												
	Physical Collocation - Application Cost, Minor Augment		ICLC	PE1KS	584.41												
	Physical Collocation - Application Cost, Intermediate Augment		ICLC	PE1KM	833.47												
	Physical Collocation - Application Cost - Major Augment		ICLC	PE1K1	958.30												
	Physical Collocation - Application Cost - Major Augment		ICLC	PE1KJ	2,410.50												
Space Preparation																	
	Physical Collocation - Floor Space, per sq feet		ICLC	PE1PJ	3.22												
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet		ICLC	PE1BX	140.89												
	Physical Collocation - Space enclosure, welded wire, first 100 square feet		ICLC	PE1SW	156.33												
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet		ICLO	PE1CX	15.34												
	Physical Collocation - Space Preparation - C.O. Modification per square ft.		ICLO	PE1SK	1.96												
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot		ICLC	PE1SL	2.62												
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage		ICLO	PE1SM	38.86												
	Physical Collocation - Space Preparation - Firm Order Processing		ICLO	PE1SJ	500.71												
	Physical Collocation - Space Availability Report, per Central Office Requested		ICLO	PE1SR	1,075.17												
Power																	
	Physical Collocation - Power, -48V DC Power, per Fused Amp Requested		ICLC	PE1PL	7.83												
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp		ICLO	PE1PB	4.91												
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp		ICLC	PE1PD	5.80												
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp		ICLO	PE1PE	14.74												
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp		ICLO	PE1PG	34.06												
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEAN,UEG, UNCNX,UEA,UCL, UAL,UHL,UJN, UNCVX	PE1P2	0.33	12.30	11.80	6.33	5.44							
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA,UHL,UNCVX, UNCOX,UCL,UCL, WDS1L,WDS1S, UXTD1,UCLD1, USLEL,UNLO1, UTD1,UNCLX, UEPSR,UEPSB, UEPSL,UEPSP, USL,UEPEX, UEPOX	PE1P4	0.05	12.35	11.81	6.35	5.73							
	Physical Collocation-DS1 Cross-Connect for Physical Collocation, provisioning			UEB3,UITD3, UXTD3,UYTS1, UNCLX,UNCLX, ULDD3,UYTS1, ULDS1,UNLD3, UEPEX,UEPOX, UEPSR,UEPSB, UEPSL,UEPSP	PE1P1	1.11	22.03	15.93	6.40	5.79							
	Physical Collocation - DS3 Cross-Connect, provisioning			UEB3,UITD3, UXTD3,UYTS1, UNCLX,UNCLX, ULDD3,UYTS1, ULDS1,UNLD3, UEPEX,UEPOX, UEPSR,UEPSB, UEPSL,UEPSP	PE1P3	14.16	20.89	16.20	7.38	5.92							

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COLLOCATION - Alabama

RELOCATION - APAC					Alt. 4 Exh. B										
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	JSDC	RATES/\$				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
					Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMECE	SOMAN	OSS Rates(\$)			
												SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 2-Fiber Cross-Connect		CLO ULD03 ULD12 ULD48 U1T03 U1T12 U1T48 UDL03 UDL12 UDF	PE1F2	2.61	20.89	15.31	7.38	5.52						
	Physical Collocation - 4-Fiber Cross-Connect		ULD03 ULD12 ULD48 U1T03 U1T12 U1T48 UDL03 UDL12 UDF UDF03 UDF04	PE1F4	4.95	25.55	18.91	8.71	8.25						
	Physical Collocation - Co-Carrier Cross Connects Direct Connect - Fiber Cable Support Structure - per linear foot, per cable		CLO	PE1ES	0.0011										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure - per linear foot, per cable		CLO	PE1DS	0.0016										
	Physical Collocation 2-Wire Cross Connect, Port		UEPSR UEPSU UEPSL UEPSB UEPSX UEPS2	PE1R2	0.93	12.30	11.80	6.03	5.44						
	Physical Collocation 4-Wire Cross Connect, Port		UEPEX UEPDO	PE1R4	0.05	12.39	11.97	6.39	5.73						
Security	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLO	PE1BT		16.93	10.73								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLO	PE1OT		22.05	13.95								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLO	PE1PT		27.17	16.98								
	Physical Collocation - Security Access System - Security System, per Central Office		CLO	PE1AX	45.70										
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State		CLO	PE1A1	2.95	27.79									
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card		CLO	PE1A4		7.75									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card		CLO	PE1AR		22.78									
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AK		13.10									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AL		13.10									
CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request		CLO	PE1C9		77.56									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial R" and "Subsequent S" respectively.	Physical Collocation - Cable Records, per request		CLO	PE1CR		59.29	5488.11	133.00							
	Physical Collocation, Cable Records, VG/DSO Cable, per cable record (maximum 3600 records)		CLO	PE1CD		326.92		189.12							
	Physical Collocation, Cable Records, VG/DSO Cable, per each 100 pair		CLO	PE1CO		4.81		5.90							
	Physical Collocation, Cable Records, DS1, per T1 TIE		CLO	PE1C1		2.25		2.76							
	Physical Collocation, Cable Records, DS3, per T3 TIE		CLO	PE1C3		7.88		9.68							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)		CLO	PE1CB		84.49		77.13							
	Physical Collocation, Cable Records, CAT5/RJ45		CLO	PE1C5		2.25		2.76							
Virtual to Physical	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit		CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit		CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit		CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit		CLO	PE1B3		52.00									

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COLLOCATION - Alabama														Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS	Interm. Zone	BOS	LSOC	RATES:\$		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
					Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)							
						SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request		AMTFS	VE10R		77.56											
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial F" & "Subsequent S" respectively																	
	Virtual Collocation Cable Records - per request		AMTFS	VE1BA		159.29	15486.11	133.00									
	Virtual Collocation Cable Records - VG/DSO Cable, per cable record		AMTFS	VE1BB		325.92		165.12									
	Virtual Collocation Cable Records - VG/DSO Cable, per each 100 pair		AMTFS	VE1BC		4.81		5.90									
	Virtual Collocation Cable Records - DS1, per T1TIE		AMTFS	VE1BD		2.25		2.75									
	Virtual Collocation Cable Records - DS3, per T3TIE		AMTFS	VE1BE		7.85		9.66									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records		AMTFS	VE1BF		84.45		77.13									
	Virtual Collocation Cable Records - CAT 5/RJ45		AMTFS	VE1BS		2.25		2.75									
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours		AMTFS	SPTBX		15.93	10.73										
	Virtual collocation - Security escort, overtime, outside of normal scheduled work hours on a normal working day		AMTFS	SPTDX		22.05	13.86										
	Virtual collocation - Security escort, premium time, outside of a scheduled work day		AMTFS	SPTPX		27.17	16.98										
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour		AMTFS	CTRXX		27.93	19.73										
	Virtual collocation - Maintenance in CO - Overtime, per half hour		AMTFS	SPTOM		36.47	13.86										
	Virtual collocation - Maintenance in CO - Premium per half hour		AMTFS	SPTPM		45.02	16.98										
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable		AMTFS	ESPSX		559.71	22.49										
	Virtual Collocation - Cable Support Structure, per cable		AMTFS	ESPSX	14.57												
COLLOCATION IN THE REMOTE SITE																	
Physical Remote Site Collocation																	
	Physical Collocation in the Remote Site - Application Fee		CLORS	PE1RA		307.70	168.22										
	Cabinet Space in the Remote Site per Bay/Rack		CLORS	PE1RB	201.42												
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PE1RD		13.10											
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested		CLORS	PE1SR		115.87											
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested		CLORS	PE1RE		37.56											
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO Power, DC Power Provisioning (Alabama Only ICB Rate)		CLORS	PE1RP		233.38											
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLORS	PE1RT		15.93	10.73										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLORS	PE1OT		22.05	13.86										
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLORS	PE1PT		27.17	16.98										
Adjacent Remote Site Collocation																	
	Remote Site-Adjacent Collocation-Application Fee		CLORS	PE1PJ		755.62	755.62										
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PE1PT	6.134												
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PE1RS	6.27												
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																	
Virtual Remote Site Collocation																	
	Virtual Collocation in the Remote Site - Application Fee		VE1RS	VE1PB		307.70	307.70	168.22	168.22								
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space		VE1RS	VE1RC	201.42												
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested		VE1RS	VE1RP		115.87	115.87										
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested		VE1RS	VE1RL		37.56	37.56										

COLLOCATION - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							Rec	First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.41										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA U												
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UAL,UHL,UDN	PE1JE	0.02	12.30	11.80	6.03	5.44						
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	3.04	12.39	11.87	6.39	5.73						
	Adjacent Collocation - DS3 Cross-Connects			UESL	PE1JG	1.03	22.03	15.93	6.40	5.79						
	Adjacent Collocation - 2-Fiber Cross-Connect			UES3	PE1JP	13.95	20.89	15.23	7.36	5.92						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JJ	2.36	23.89	15.23	7.36	5.92						
	Adjacent Collocation - Application Fee			CLOAC	PE1JK	4.52	25.55	19.85	9.71	6.25						
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JB		576.69		0.51							
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	4.91										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	9.84										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	14.74										
	Adjacent Collocation - DC power provisioning (Alabama Only, Mandate ICB)			CLOAC	PE1JC	34.06										
	Note: ICB means Individual Case Basis															

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COLLOCATION - Florida

COLLOCATION - Florida											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
					Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)				
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee		CLO	PE1BA		2,785.00		1.20								
	Physical Collocation - Subsequent Application Fee		CLO	PE1CA		2,236.00		1.20								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect Application Fee, per application		CLO	PE1CT		564.81										
	Physical Collocation - Power Reconfiguration Only, Application Fee		CLO	PE1PR		409.50										
	Physical Collocation Administrative Only - Application Fee		CLO	PE1BL		60.91		1.20								
Space Preparation																
	Physical Collocation - Floor Space, per sq feet		CLO	PE1PJ		5.28										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet		CLO	PE1BX		171.12										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet		CLO	PE1BW		185.73										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet		CLO	PE1CW		18.61										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.		CLO	PE1SK		2.33										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot		CLO	PE1SL		2.50										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage		CLO	PE1SM		84.53										
	Physical Collocation - Space Preparation - Firm Order Processing		CLO	PE1SJ		287.36										
	Physical Collocation - Space Availability Report, per Central Office Requested		CLO	PE1SR		672.66										
Power																
	Physical Collocation - Power - 48V DC Power - per Fused Amp Requested		CLO	PE1PL		7.90										
	Physical Collocation - Power - 120V AC Power, Single Phase, per Breaker Amp		CLO	PE1PB		5.26										
	Physical Collocation - Power - 240V AC Power, Single Phase, per Breaker Amp		CLO	PE1PD		10.53										
	Physical Collocation - Power - 120V AC Power Three Phase, per Breaker Amp		CLO	PE1PE		15.80										
	Physical Collocation - Power - 277V AC Power Three Phase, per Breaker Amp		CLO	PE1PG		36.47										
	Physical Collocation - Power - DC power, per Used Amp		CLO	PE1PN		10.69										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning		UEANL,UEQ,UNCX,X,UEA,UCL,UAL	PE1P2		0.0208	7.32	5.17	4.58	2.71						
	Physical Collocation - 4-wire cross-connect, loop, provisioning		UEA,UHL,UNCV,X,UNCDX,UCL,UDL	PE1P4		0.0416	8.00	5.75	5.00	2.69						
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning		WDS1L,WDS1S,UXTD1,ULDD1,USLEL,UNLD1,UITD1,UNC1X,UEPSR,UEP5B,UEP5E,UEP5F,USL,UEPEX,UEPDX	PE1P1		0.3786	7.88	6.25	1.35	0.9899						
	Physical Collocation - DS3 Cross-Connect, provisioning		UE3,UITD3,UXTD3,UXTS1,UNC3X,UNC5X,ULDD3,UIT51,ULDS1,UNLD3,UEPEX,UEPDX,UEPSR,UEP5B,UEP5E,UEP5F	PE1P3		4.15	32.40	31.03	11.15	10.98						

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CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USCC	RATES \$:			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						CLO, ULD03, ULD12, ULD48, U/IT03, U/IT12, U/IT48, U/LD03, U/LD12, UDF	PE1F2	1.71	28.26	25.55	13.78	11.01						
		Physical Collocation - 2-Fiber Cross-Connect				ULD03, ULD12, ULD48, U/IT03, U/IT12, U/IT48, U/LD03, U/LD12, UDF, UDFCX	PE1F4	3.34	37.92	35.51	18.20	15.44						
		Physical Collocation - 4-Fiber Cross-Connect																
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable				CLO	PE1FS	0.0208										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable				CLO	PE1CS	0.0212										
		Physical Collocation 2-Wire Cross Connect, Port				UEPSR, UEPSB, UEPSX, UEPC2	PE1R2	0.0208	7.32	5.37	4.58	2.71						
		Physical Collocation 4-Wire Cross Connect, Port				UEPSR, UEPSB, UEPSX, UEPC2	PE1R4	0.0416	8.00	5.75	5.00	2.69						
		Security																
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour				CLO	PE1BT		33.65	22.05								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour				CLO	PE1OT		44.63	28.89								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour				CLO	PE1PT		55.62	35.73								
		Physical Collocation - Security Access System - Security System, per Central Office, per Sq. Ft.				CLO	PE1AY	3.8101										
		Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State				CLO	PE1A1		38.95									
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card				CLO	PE1AA		8.94									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card				CLO	PE1AR		28.78									
		Physical Collocation - Security Access - Initial Key, per Key				CLO	PE1AK		23.28									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key				CLO	PE1AL		23.28									
		CFA																
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request				CLO	PE1CB		79.52									
		Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
		Physical Collocation - Cable Records, per request				CLO	PE1CR		1515.00		973.64	256.35						
		Physical Collocation, Cable Records, V/G/DSO Cable, per cable record (maximum 3600 records)				CLO	PE1CD		646.84			362.41						
		Physical Collocation, Cable Records, V/G/DSO Cable, per each 100 pair				CLO	PE1CO		9.11			10.60						
		Physical Collocation, Cable Records, DS1, per T1 TIE				CLO	PE1CT		4.52			5.35						
		Physical Collocation, Cable Records, DS3, per T3 TIE				CLO	PE1CT		15.81			18.73						
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)				CLO	PE1CB		169.96			149.57						
		Physical Collocation, Cable Records, CAT5/RJ45				CLO	PE1CS		4.52			5.35						
		Virtual to Physical																
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit				CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit				CLO	PE1BQ		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit				CLO	PE1B1		52.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit				CLO	PE1B3		52.00									

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COLLOCATION - Florida										Alt: 4 Exh: B					
CATEGORY	RATE ELEMENTS			Interim Zone	BCS	USOC	RATES				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)		
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit				CLC	PE1BR		22.51							
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit				CLO	PE1BP		22.51							
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit				CLO	PE1BS		32.73							
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit				CLG	PE1BE		32.73							
Entrance Cable															
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable				CLC	PE1PAJ	5.10								
	Physical Collocation - Fiber Entrance Cable per Cable (CC manhole to vault splice)				CLG	PE1EC		994.12		43.84					
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber				CLG	PE1ED		7.43							
VIRTUAL COLLOCATION															
Application															
	Virtual Collocation - Application Fee				AMTFS	VEAF		1,241.00		1.20					
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application				AMTFS	VE1CA									
	Virtual Collocation Administrative Only - Application Fee				AMTFS	VE1AF		564.81		1.20					
Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.				AMTFS	ESP1X	5.28								
Power															
	Virtual Collocation - Power, per fused amp				AMTFS	ESPAX	6.95								
	Virtual Collocation - Power, DC power, per Used Amp				AMTFS	VE1PF	10.59								
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning				UEANL, UEAL, UCNL, UVAL, UHL, UCL, UEQ, UNC1X, UNCDX, UNC1X	UEAC2	0.0201	7.32	5.37	4.58	2.71				
	Virtual Collocation - 4-wire cross-connect, loop, provisioning				UEAL, UHL, UCL, UDL, UNC1X, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69				
	Virtual collocation - Special Access & UNE, cross-connect per DS1				RULR, UXTD1, UNC1X, ULD01, U1TD1, USLE1, UNLD1, USL, UEPEX, UEPD3	UNC1X	0.3785	7.88	6.26	1.35	0.5915				
	Virtual collocation - Special Access & UNE, cross-connect per DS3				USL, UE3, U1TD3, RXTS1, UXTD3, UNC3X, UNC3X, ULD03, U1TS1, RULDS1, UDL3X, UNLD3, XDES1	UNC3X	1.16	32.40	31.03	11.16	10.98				
	Virtual Collocation - 2-Fiber Cross Connects				ULD12, ULD03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF1, UNCLF		1.75	38.26	25.85	13.78	11.01				
	Virtual Collocation - 4-Fiber Cross Connects				ULD12, ULD03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF1, UNCLF		3.50	37.92	35.51	19.20	15.44				
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable				AMTFS	VE1CB	0.0028								
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable				AMTFS	VE1CD	0.0012								
	Virtual Collocation 2-Wire Cross Connect, Port				UEPSX, UEP5B, UEP5E, UEP5P, UEP5R, UEP2C	VE1P2	0.0201	7.32	5.37	4.58	2.71				

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CATEGORY	RATE ELEMENTS	Interim Zone	BOS	USCC	RATES \$:				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l					
CFA	Virtual Collocation 4-Wire Cross Connect, Port	UEPDD, UEPEX	VE1R4		0.04C3	8.00	5.75	5.95	2.69	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request	AMTFS	VE1OR			79.52								
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial F" & "Subsequent S" respectively													
	Virtual Collocation Cable Records - per request	AMTFS	VE1BA			1515.00	\$ 973.64	256.35						
	Virtual Collocation Cable Records - VG/DSO Cable, per cable record	AMTFS	VE1BB			646.84		362.41						
	Virtual Collocation Cable Records - VG/DSO Cable, per each 100 pair	AMTFS	VE1BC			9.11		10.80						
	Virtual Collocation Cable Records - DS1, per T1TIE	AMTFS	VE1BD			4.52		5.35						
	Virtual Collocation Cable Records - DS3, per T3TIE	AMTFS	VE1BE			15.81		16.73						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records	AMTFS	VE1BF			169.96		149.97						
	Virtual Collocation Cable Records - CAT 5/RJ45	AMTFS	VE1BS			4.52		5.35						
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours	AMTFS	SPTBX			33.65	22.05							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day	AMTFS	SPTCX			44.63	28.89							
	Virtual collocation - Security escort, premium time, outside of a scheduled work day	AMTFS	SPTPX			55.62	35.73							
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour	AMTFS	ICTRLX			54.05	22.95							
	Virtual collocation - Maintenance in CO - Overtime, per half hour	AMTFS	SPTOM			72.18	25.36							
	Virtual collocation - Maintenance in CO - Premium per half hour	AMTFS	SPTPM			59.31	35.73							
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable	AMTFS	ESPCX			1,473.00		43.84						
	Virtual Collocation - Cable Support Structure, per cable	AMTFS	ESPSX		4.54									
COLLOCATION IN THE REMOTE SITE														
Physical Remote Site Collocation														
	Physical Collocation in the Remote Site - Application Fee	CLORS	PE1RA			612.23		270.35						
	Cabinet Space in the Remote Site per Bay/Rack	CLORS	PE1RE		154.59									
	Physical Collocation in the Remote Site - Security Access - Key	CLORS	PE1RC			23.28								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested	CLORS	PE1SR			223.91								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested	CLORS	PE1RE			73.39								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO	CLORS	PE1RR			208.02								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour	CLORS	PE1BT			33.65	22.05							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour	CLORS	PE1OT			44.63	28.89							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour	CLORS	PE1PT			55.62	35.73							
Adjacent Remote Site Collocation	Remote Site-Adjacent Collocation-Application Fee	CLORS	PE1RJ			55.62	55.62							
	Remote Site-Adjacent Collocation - Real Estate, per square foot	CLORS	PE1RT		0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp	CLORS	PE1RS		6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.														
Virtual Remote Site Collocation														
	Virtual Collocation in the Remote Site - Application Fee	VE1RS	VE1RB			612.23		270.35						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space	VE1RS	VE1RC		154.59									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested	VE1RS	VE1RR			223.91								
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested	VE1RS	VE1RL			73.39								

COLLOCATION - Florida										Att. 4 Exh. B					
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
					Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
						First	Add'l	First	Add'l	SOME C	SOMAN				
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PE1JA	0.1666										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PE1JC	4.62										
			UEANL,UEQ,UEA U												
	Adjacent Collocation - 2-Wire Cross-Connects		CL,UAL,UH,UDN	PE1JE	0.0194	7.32	5.27	4.58	2.71						
	Adjacent Collocation - 4-Wire Cross-Connects		UEA,UHL,UDL,UCL	PE1JF	0.0388	8.00	5.75	5.00	2.69						
	Adjacent Collocation - DS1 Cross-Connects		USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915						
	Adjacent Collocation - DS3 Cross-Connects		UE3	PE1JH	4.14	32.40	31.02	11.15	10.98						
	Adjacent Collocation - 2-Fiber Cross-Connect		CLOAC	PE1JJ	1.70	28.26	25.65	12.78	11.01						
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44						
	Adjacent Collocation - Application Fee		CLOAC	PE1JB		2,763.00		1.02							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JL	5.26										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JM	10.53										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JN	15.80										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JO	36.47										
	Adjacent Collocation - Cable Support Structure per Entrance Cable		CLOAC	PE1JP	5.19										

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COLLOCATION - Georgia											Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	LSCC	RATES \$		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)			
											SOMECH	SOMAN	SOMAN	
PHYSICAL COLLOCATION														
Application														
	Physical Collocation - Initial Application Fee			CLO	PE1SA		1,284.72		0.55					
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,084.41		0.55					
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect Application Fee, per application			CLO	PE1OT		583.18							
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83							
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.05		1.21					
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		832.95		1.21					
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,057.00		1.21					
	Physical Collocation - Application Cost - Major Augment			CLO	PE1K2		2,408.00		1.21					
Space Preparation														
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		4.71							
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		144.71							
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		167.00							
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		16.38							
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.10							
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.27							
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		77.24							
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		140.96							
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		248.50							
Power														
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		4.84							
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1PB		5.16							
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1PD		10.34							
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1PE		15.50							
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1PG		35.79							
	Physical Collocation - Power - DC power using a CLEC BDFB, per Used Amp			CLO	PE1PW		6.45							
	Physical Collocation - Power, -48V DC Power using a CLEC BDFB - per Fused Amp Requested			CLO	PE1PX		4.31							
	Physical Collocation-Physical Meter Reading Expense			CLO	PE1PL		5.00							
	Physical Collocation - Power - DC power, per Used Amp			CLO	PE1PN		7.24							
	Physical Collocation-Additional Meter Reading Trip Charge per Central Office per Occurrence			CLO	PE1PM		15.00							
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)														
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UNCLN, UELQ UNCNX, UEA, UCL UAL, UHL, UCN UNCVX	PE1P2		0.0202							
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCXY UNCDX, UCL, UDL UDSL, WDS1S UXTD1, ULCD1 USLE1, UNLD1 U1TD1, UNC1X UEPSR, UEPSB UEPSE, UEPSD USL, UEPEX UEPDY	PE1P4		0.0403							
	Physical Collocation-DS1 Cross-Connect for Physical Collocation, provisioning				PE1P1		0.3507							

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COLLOCATION - Georgia															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USCC	RATES \$				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B				
											Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)				
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
	Physical Collocation - DS3 Cross-Connect, provisioning		UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC5X, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEP5B, UEP5E, UEP5P	PE1P3	4.15										
	Physical Collocation - 2-Fiber Cross-Connect		CLO, ULDD3, ULDD12, ULDD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDLF	PE1F2	1.76										
	Physical Collocation - 4-Fiber Cross-Connect		ULDD3, ULDD12, ULDD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDLF, UDFCX	PE1F4	3.38										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable		CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable		CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port		UEPSR, UEPSP, UEPSE, UEP5B, UEP5X, UEP2C	PE1R2	0.0202										
	Physical Collocation 4-Wire Cross Connect, Port		UEPEX, UEPDD	PE1R4	0.0403										
Security	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLO	PE1BT		16.51	10.62								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLO	PE1OT		21.90	14.17								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLO	PE1PT		27.29	17.53								
	Physical Collocation - Security Access System - Security System, per Central Office, per Sq. Ft.		CLO	PE1AY	0.011										
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State		CLO	PE1A1		21.98									
	Physical Collocation - Security Access System - New Access Card, Deactivation, per Card		CLO	PE1A4		8.72	8.72								
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card		CLO	PE1AA		5.37									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card		CLO	PE1AP		16.99									
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AK		13.19									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AL		13.19									
CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request		CLO	PE1CS		37.42									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively															
	Physical Collocation - Cable Records, per request		CLO	PE1CR		742.92	5477.59								
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)		CLO	PE1CD		217.29									
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair		CLO	PE1CO		4.47									
	Physical Collocation, Cable Records, DS1, per T1 TIE		CLO	PE1C1		2.22									
	Physical Collocation - Cable Records, DS3, per T3 TIE		CLO	PE1C3		76									
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)		CLO	PE1CB		63.37									
	Physical Collocation, Cable Records, CAT5, RJ45		CLO	PE1CS		2.22									

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COLLOCATION - Georgia																		
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	LSCC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B										
								Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
Virtual to Physical						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
							First	Add'l	First	Add'l								
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit		ICLO	PE1BV		33.00												
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS0 Circuit		CLO	PE1BQ		33.00												
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit		ICLO	PE1B*		52.00												
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit		ICLO	PE1B3		52.00												
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit		ICLO	PE1BR		22.59												
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS0 Circuit		CLO	PE1BP		22.59												
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit		CLO	PE1BS		32.85												
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit		ICLO	PE1BE		32.85												
Entrance Cable																		
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable		CLO	PE1BD		736.20			21.49									
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable		CLO	PE1PM	7.37													
	Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)		CLO	PE1PE	0.2685													
	Physical Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Collocation Space)		CLO	PE1EF		754.41			21.49									
	Physical Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)		CLO	PE1EG		9.11												
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber		CLO	PE1ED		3.90												
VIRTUAL COLLOCATION																		
Application																		
	Virtual Collocation - Application Fee		AMTFS	EAF		508.92			0.59									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application		AMTFS	VE1CA		583.18												
	Virtual Collocation Administrative Only - Application Fee		AMTFS	VE1AF		609.52												
Space Preparation																		
	Virtual Collocation - Floor Space, per sq. ft.		AMTFS	ESPVX	4.71													
Power																		
	Virtual Collocation - Power, per fused amp		AMTFS	ESPAX	4.84													
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																		
	Virtual Collocation - 2-wire cross-connect, loop, provisioning		UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCXX, UNCDX, UNGXX	UEAG2	0.0192													
	Virtual Collocation - 4-wire cross-connect, loop, provisioning		UEA, UHL, UCL, UUL, UNCXX, UNCDX	UEAG4	0.0385													
	Virtual collocation - Special Access & UNE, cross-connect per DS1		UUR, UXTD1, UNC1X, ULCD1, U1TD1, USLE1, UNLD1, USL, UEPEX, UEPCX	UNC1X	0.3607													
	Virtual collocation - Special Access & UNE, cross-connect per DS3		USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC5X, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	UNC3X	4.15													

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COLLOCATION - Georgia															
CATEGORY	RATE ELEMENTS	Interim Zone	BOS	USCC	RATES \$:				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
						First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects		UDL12, UDL03, U1T48, U1T12, U1T03, ULCO3, ULD12, ULD48, UDF1CNC2F		175										
	Virtual Collocation - 4-Fiber Cross Connects		UDL12, UDL03, U1T48, U1T12, U1T03, ULCO3, ULD12, ULD48, UDF1CNC4F		3.59										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable		AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable		AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port		UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0192										
	Virtual Collocation 4-Wire Cross Connect, Port		UEPDO, UEPEX	VE1R4	0.0385										
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request		AMTFS	VE1QR	77.42										
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial F" & "Subsequent S" respectively														
	Virtual Collocation Cable Records - per request		AMTFS	VE1BA		742.92	\$ 477.58	125.63							
	Virtual Collocation Cable Records - VG/DSO Cable, per cable record		AMTFS	VE1BB		317.29		177.60							
	Virtual Collocation Cable Records - VG/DSO Cable, per each 100 pair		AMTFS	VE1BC		4.47		5.29							
	Virtual Collocation Cable Records - DS1, per T1TIE		AMTFS	VE1BD		2.22		2.62							
	Virtual Collocation Cable Records - DS3, per T3TIE		AMTFS	VE1BE		7.76		9.18							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records		AMTFS	VE1BF		83.37		73.49							
	Virtual Collocation Cable Records - CAT 5/RJ45		AMTFS	VE1BG		2.22		2.62							
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours		AMTFS	SPTBX		16.51	16.82								
	Virtual collocation - Security escort, overtime, outside of normaly scheduled work hours on a normal working day		AMTFS	SPTOX		21.90	14.17								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day		AMTFS	SPTPX		27.29	17.53								
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour		AMTFS	CTRLX		26.52	16.82								
	Virtual collocation - Maintenance in CO - Overtime, per half hour		AMTFS	SPTOM		35.41	14.17								
	Virtual collocation - Maintenance in CO - Premium per half hour		AMTFS	SPTPM		44.30	17.53								
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable		AMTFS	ESPCX		736.20		21.49							
	Virtual Collocation - Cable Support Structure, per cable		AMTFS	ESP SX	7.74										
	Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)		AMTFS	VE1EE	0.235										
	Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)		AMTFS	VE1EF		754.41		21.49							
	Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)		AMTFS	VE1EG		5.11									
COLLOCATION IN THE REMOTE SITE															
	Physical Remote Site Collocation														
	Physical Collocation in the Remote Site - Application Fee		CLORS	PE1RA		390.31		132.45							
	Cabinet Space in the Remote Site per Bay/Rack		CLORS	PE1RS	148.11										
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PE1RC		13.15									

COLLOCATION - Georgia

COLLOCATION - Georgia						Att: 4 Exh: B											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Physical Collocation in the Remote Site - Space Availability Report, per Premises Requested			CLORS	PE1SR		109.83										
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.00										
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		116.71										
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.51		10.82								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.90		14.17								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.29		17.53								
Adjacent Remote Site Collocation																	
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RL		755.62	755.62									
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT		9.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS		6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																	
Virtual Remote Site Collocation																	
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		300.31		132.49								
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC		148.11										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RP		109.83										
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		36.00										
ADJACENT COLLOCATION																	
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA		3.1725										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC		4.12										
DECLASSIFIED	Adjacent Collocation - 2-Wire Cross-Connects			UEANL, UEG, UEA U	PE1JE		0.0176										
	Adjacent Collocation - 4-Wire Cross-Connects			UEA, UHL, UDL, UCL	PE1JF		0.0353										
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG		0.3686										
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH		4.83										
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ		1.69										
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK		3.31										
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,380.83		0.50								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL		5.16										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM		10.34										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN		15.50										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO		35.75										
	Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD		35.75										

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COLLOCATION - Kentucky										Art: 4 Exh: 8		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USCC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)	
							First	Add'l	First	Add'l	SOME C	SOMAN
PHYSICAL COLLOCATION												
Application												
	Physical Collocation - Initial Application Fee			CLO	PE1BA		3,773.54		1.01			
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		3,145.35		1.01			
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		594.20					
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.12					
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.98		1.21			
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		834.26		1.21			
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,059.00		1.21			
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,412.00		1.21			
Space Preparation												
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		7.99					
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		166.83					
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		184.97					
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		18.14					
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.32					
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		3.26					
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		110.57					
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,206.07					
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,158.67					
Power												
	Physical Collocation - Power, -48V DC Power, per Fused Amp Requested			CLO	PE1PL		8.06					
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1PB		5.44					
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1PD		10.88					
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1PE		16.32					
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1PG		37.68					
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)												
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ,UNCNX,UEA,UCL,UAL,UHL,UON,UNCVX	PE1P2		0.0333	24.68	21.68	12.14	10.95	
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UOL	PE1P4		0.0655	24.88	21.82	12.77	11.46	
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L,WDS1S,UXTD1,UOLD1,USLEL,UOLD1,UTTD1,UNCIX,UEPSR,UEPSB,UEPSE,UEPSP,USL,UEPEX,UEPDX	PE1P1		1.45	44.23	31.98	12.81	11.57	
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,UTTD3,UXTD3,UXTS1,UNC3X,UNC3X,UOLD3,UTTS1,UOLD3,UOLD3,UEPEX,UEPDX,UEPSR,UEPSB,UEPSE,UEPSP	PE1P3		18.83	41.93	30.51	14.75	11.83	

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COLLOCATION - Kentucky															
CATEGORY	RATE ELEMENTS	Interim Zone	ECS	USOC	RATES \$	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B							
								Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)			
								SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
					Rec	First	Add'l	Nonrecurring First	Nonrecurring Add'l	Disconnect First	Disconnect Add'l				
	Physical Collocation - 2-Fiber Cross-Connect		CLO, ULDO3, ULDO12, ULDO48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						
	Physical Collocation - 4-Fiber Cross-Connect		ULDO3, ULDO12, ULDO48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF, UDFCX	PE1F4	6.55	51.29	35.87	19.41	16.49						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable		CLO	PE1ES	2.0512										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable		CLO	PE1DS	0.0018										
	Physical Collocation 2-Wire Cross Connect, Port		UEPSR, UEPSB, UEPSX, UEPC2	PE1R2	0.0333	24.68	23.68	12.14	10.95						
	Physical Collocation 4-Wire Cross Connect, Port		UEPEX, UEPC0	PE1R4	0.0665	24.88	23.82	12.77	11.46						
Security	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLO	PE1BT		33.98	27.53								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLO	PE1OT		44.26	27.81								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLO	PE1PT		54.54	34.06								
	Physical Collocation - Security Access System - Security System, per Central Office		CLO	PE1AX	76.00										
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State		CLO	PE1A1	0.055	52.79									
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card		CLO	PE1AA		15.64									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card		CLO	PE1AR		45.74									
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AK		26.29									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AL		26.29									
CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request		CLO	PE1C9		77.55									
Cable Records	Note: The rates in the First & Additional columns will actually be billed as "Initial F" and "Subsequent S" respectively														
	Physical Collocation - Cable Records, per request		CLO	PE1CR		1524.45	980.01	267.02							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)		CLO	PE1CD		656.37		379.70							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair		CLO	PE1CO		3.65		11.84							
	Physical Collocation, Cable Records, DS1, per T1 TIE		CLO	PE1G1		4.52		5.54							
	Physical Collocation, Cable Records, DS3, per T3 TIE		CLO	PE1G3		15.81		19.39							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)		CLO	PE1CS		159.63		154.85							
	Physical Collocation, Cable Records, CAT5/RJ45		CLO	PE1CS		4.52		5.54							
Virtual to Physical	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit		CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS0 Circuit		CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit		CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit		CLO	PE1B3		52.00									

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES \$1	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
									OSS Rates(\$)					
									SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit					Rec								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit			CLO	PE1BP		22.49							
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BP		22.49							
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BS		32.71							
	Entrance Cable			CLO	PE1BE		32.71							
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		729.11		45.16					
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PA1	19.96								
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.75							
VIRTUAL COLLOCATION														
	Application			AMTFS	VEAF		2,419.86		1.01					
	Virtual Collocation - Application Fee			AMTFS	VE1CA		584.20							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1AF		742.12							
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.12							
	Space Preparation			AMTFS	VE1AF		742.12							
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	VE1AF		7.99							
	Power			AMTFS	VE1AF		7.99							
	Virtual Collocation - Power, per fused amp			AMTFS	VE1AF		8.06							
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)			AMTFS	VE1AF		8.06							
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCXX, UEAC2		0.0309	24.68	23.88	12.14	10.95				
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX, UEAC4		0.0619	24.68	23.82	12.77	11.46				
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNCLX, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX, CNC1X		1.48	44.23	31.98	12.81	11.57				
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNCLX, UNCSX, ULDD3, U1TS1, ULDS1, ULDSX, UNLD2, XDEST, CNC3X		18.86	41.93	30.51	14.75	11.83				
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF, CNC2F		3.80	41.94	30.51	14.76	11.84				
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF, CNC4F		7.56	51.29	39.87	19.41	16.49				
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0912								
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0912								
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEP5B, UEPSE, UEPSP, UEP5R, UEP2C, UEPDD, UEPEX	VE1R2	0.0309	24.68	23.88	12.14	10.95				
	Virtual Collocation 4-Wire Cross Connect, Port			UEPSX, UEP5B, UEPSE, UEPSP, UEP5R, UEP2C, UEPDD, UEPEX	VE1R4	0.0619	24.68	23.82	12.77	11.46				

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COLLOCATION - Kentucky										Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
					Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)					
										SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request		AMTFS	VE1CR		77.55									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively															
	Virtual Collocation Cable Records - per request		AMTFS	VE1BA		1524.45	5,980.01	267.02							
	Virtual Collocation Cable Records - VG/DSO Cable, per cable record		AMTFS	VE1BB		656.37		379.70							
	Virtual Collocation Cable Records - VG/DSO Cable, per each 100 pair		AMTFS	VE1BC			9.85	11.84							
	Virtual Collocation Cable Records - DS1, per T1TIE		AMTFS	VE1BD			4.52	5.54							
	Virtual Collocation Cable Records - DS3, per T3TIE		AMTFS	VE1BE			15.91	19.39							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records		AMTFS	VE1BF			159.63	154.65							
	Virtual Collocation Cable Records - CAT 5/RJ45		AMTFS	VE1BS			4.52	5.54							
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours		AMTFS	SPTBX		33.98	21.53								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day		AMTFS	SPTOX		44.26	27.81								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day		AMTFS	SPTPX		54.54	34.09								
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour		AMTFS	CTRLX		56.07	21.53								
	Virtual collocation - Maintenance in CO - Overtime, per half hour		AMTFS	SPTOM		73.23	27.81								
	Virtual collocation - Maintenance in CO - Premium per half hour		AMTFS	SPTPM		90.39	34.09								
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable		AMTFS	ESPCX		1729.11		45.16							
	Virtual Collocation - Cable Support Structure, per cable		AMTFS	ESPSX		17.35									
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee		CLORS	PE1RA		517.78		338.92							
	Cabinet Space in the Remote Site per Bay/ Rack		CLORS	PE1RB		219.67									
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PE1RC		26.29									
	Physical Collocation in the Remote Site - Space Availability Report, per Premises Requested		CLORS	PE1SR		232.64									
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested		CLORS	PE1RE		75.40									
	Remote Site DLEG Data (BRSDD), per Compact Disk, per CO		CLORS	PE1RR		233.42									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLORS	PE1BT		33.98	21.53								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLORS	PE1OT		44.26	27.81								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLORS	PE1PT		54.54	34.09								
Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee		CLORS	PE1RJ		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PE1RT		0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PE1RS		6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee		VE1RS	VE1RB		517.78		338.89							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space		VE1RS	VE1RC		219.67									
	Virtual Collocation in the Remote Site - Space Availability Report, per Premises requested		VE1RS	VE1RR		232.64									
	Virtual Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested		VE1RS	VE1RL		75.40									
ADJACENT COLLOCATION															

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim Zone	BOS	USOC	RATES\$	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B						
								Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PE1JA	Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PE1JC	0.0173 5.35	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects		LEANL UEG JEA U											
	Adjacent Collocation - 4-Wire Cross-Connects		CL GAL UHL UDN	PE1JE	0.0258	24.98	23.68	12.14	10.95					
	Adjacent Collocation - DS1 Cross-Connects		UEA UKL VDL UGL	PE1JF	0.0515	24.98	23.68	12.77	11.46					
	Adjacent Collocation - DS3 Cross-Connects		UUL	PE1JG	1.37	44.23	31.98	12.61	11.57					
	Adjacent Collocation - 2-Fiber Cross-Connect		UEL	PE1JH	18.61	41.99	30.51	14.75	11.83					
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOCAC	PE1JI	3.15	41.99	30.51	14.75	11.84					
	Adjacent Collocation - Application Fee		CLOAC	PE1JK	6.02	51.29	35.87	19.47	16.49					
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JL		1185.50								
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JM		6.44								
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JN		10.88								
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JO		16.32								
			CLOAC	PE1JP		37.68								

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COLLOCATION - Louisiana																
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Alt: 4 Exh: B	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates (\$)			
							First	Add'l	First	Add'l	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA											
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		837.24									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect Application Fee, per application			CLO	PE1CA		535.41									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1DT		583.35									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1BL		741.97									
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1VS		596.35			1.22						
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1VM		636.18			1.22						
	Physical Collocation - Application Cost - Major Augment			CLO	PE1K1		1061.00			1.22						
Space Preparation																
	Physical Collocation - Floor Space, per sq. feet			CLO	PE1FJ		5.50			1.22						
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		166.40									
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BX		166.40									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1BW		184.50									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1CW		18.10									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SK		2.31									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SL		2.70									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SM		91.60									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SJ		582.33									
Power																
	Physical Collocation - Power, -48V DC Power, per Fused Amp Requested			CLO	PE1SR		1044.00									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1PL		9.32									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.45									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FD		10.92									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		16.37									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
					UEANL,UEQ, UNCNX,UEA,UCL, UAL,UHL,UDN, UNCVX	PE1P2	0.0318	11.94	11.46							
	Physical Collocation - 2-wire cross-connect, loop, provisioning				UEA,UHL,UNCLX, UNCDX,UCL,UOL	PE1P4	0.0636	12.04	11.53							
	Physical Collocation - 4-wire cross-connect, loop, provisioning				UWDS1L,WDS1S, UXTD1,ULDD1, UJLLEL,UNLD1, UJTD1,UNCIX, UEPSR,UEPSB, UEPSL,UEPSP, UJSL,UEPEX, UEPDX	PE1P1	1.04	21.35	15.47							
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning				UE3,UJTD3, UXTD3, UXTS1, UNCDX,UNCSX, UJLDD3,UJTS1, UJLDS1,UNLD3, UEPEX,UEPDX, UEPSR,UEPSB, UEPSL,UEPSP	PE1P3	13.21	20.28	14.75							

COLLOCATION - Louisiana													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES \$		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First Add'l	Nonrecurring Disconnect First Add'l			OSS Rates(\$)		
									SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF	PE1F2	2.52	20.28	14.75					
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF, UDFCX	PE1F4	4.55	24.81	19.25					
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001							
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015							
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSF, UEPSL, UEPSB, UEPSX, UEP2C	PE1R2	0.0318	11.94	11.46					
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPD0	PE1R4	0.0636	23.04	22.93					
Security													
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.44	19.42					
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.41	13.45					
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		26.38	16.45					
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1LV	0.0024							
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1LS	0.0519	21.50						
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1LA		7.74						
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.54						
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.01						
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.01						
CFA													
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1CB		77.43						
Cable Records													
	Recurring Collocation Cable Records - per request			CLO	PE1CU	10.97							
	Recurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CE	5.29							
	Recurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CT	0.08							
	Recurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C2	0.04							
	Recurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C4	0.13							
	Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37							
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C6	0.04							
Virtual to Physical													
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00						
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS0 Circuit			CLO	PE1B0		33.00						
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00						
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00						

COLLOCATION - Louisiana

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USDC	RATES/5:	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add
									Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add			
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			ICLO	PE1BR	22.52									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS0 Circuit			ICLO	PE1BR	22.52									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			ICLO	PE1BS	32.74									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			ICLO	PE1BE	32.74									
	Entrance Cable														
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			ICLO	PE1BC	441.54									
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			ICLO	PE1PM	18.31									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			ICLO	PE1ED	3.86									
VIRTUAL COLLOCATION															
	Application														
	Virtual Collocation - Application Fee			AMTFS	FEAF	1,770.40									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VEICA	583.30									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VECTAF	741.97									
	Space Preparation														
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPLX	5.30									
	Power														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAK	8.32									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)														
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UNEANL, UEAF, UDM, UAL, UHL, UCL, UEG, UNCOX, UNCDX, UNCNX	UEACC	0.0296	11.94	11.46							
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UNEANL, UEAF, UDM, UAL, UHL, UCL, UEG, UNCOX, UNCDX	UEACC	0.0591	12.04	11.53							
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1T01, USLE1, UNLD1, USL, UEPEX, UEPOX	CNC1A	1.04	21.39	15.47							
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1T03, UXTS1, UXT03, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLX, UNLD3, XDEST	CND3X	13.21	20.28	14.76							
	Virtual Collocation - 2-Fiber Cross Connects			ULD12, ULDO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULDO48, UDF	CNC2F	2.65	20.29	14.76							
	Virtual Collocation - 4-Fiber Cross Connects			ULD12, ULDO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULDO48, UDF	CNC4F	5.31	24.81	19.26							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VEICB	0.001									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015									
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSL, UEPSR, UEPSP	VE1R2	0.0296	11.94	11.46							
	Virtual Collocation 4-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSL, UEPSR, UEPSP	VE1R4	0.0591	12.04	11.53							

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COLLOCATION - Louisiana										Att: 4 Exh: B						
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES:\$				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE10R		77.43									
Cable Records	Virtual Collocation Cable Records - per request(LA only)			AMTFS	VE1BG		10.97									
	Virtual Collocation Cable Records - VGID50 Cable, per cable record(LA only)			AMTFS	VE1BH		5.25									
	Virtual Collocation Cable Records - VGID50 Cable, per each 100 pair(LA only)			AMTFS	VE1BJ		0.08									
	Virtual Collocation Cable Records - DS1, per T1T1E(LA only)			AMTFS	VE1BK		0.04									
	Virtual Collocation Cable Records - DS3, per T3T3E(LA only)			AMTFS	VE1BL		0.13									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records(LA only)			AMTFS	VE1BN		1.37									
	Virtual Collocation Cable Records - CAT 5/RJ45 (LA only)			AMTFS	VE1BS		0.04									
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.44	10.42								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTCX		21.41	13.45								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTDY		26.38	16.48								
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.12	16.42								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.45								
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	RESPOX		547.54									
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	RESPSX		16.02									
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1R4		299.80									
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1R2		225.39									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RP		13.01									
	Physical Collocation in the Remote Site - Space Availability Report, per Premises Requested			CLORS	PE1SP		112.52									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47									
	Remote Site DLEC Data (BRSD0), per Compact Disk, per CO			CLORS	PE1RR		233.21									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.44	10.42								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.41	13.45								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		26.38	16.48								
Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RL		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT		9.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS		6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		299.80									
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1PC		225.39									
	Virtual Collocation in the Remote Site - Space Availability Report, per Premises requested			VE1RS	VE1RR		112.52									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		36.47									
ADJACENT COLLOCATION																

COLLOCATION - Louisiana											Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	IPE1JA	0.0552									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	IPE1JC	5.61									
				UEANL UEQ,UEA U											
	Adjacent Collocation - 2-Wire Cross-Connects			CL,UAL,UHL,UDM	IPE1JE	0.0245	11.94	11.46							
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UOL,UCL	IPE1JF	0.0491	12.04	11.53							
	Adjacent Collocation - DS1 Cross-Connects			USL	IPE1JG	0.9605	21.39	15.47							
	Adjacent Collocation - DS3 Cross-Connects			UE3	IPE1JH	13.01	20.28	14.76							
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	IPE1JJ	2.20	20.28	14.76							
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	IPE1JK	4.21	24.81	19.25							
	Adjacent Collocation - Application Fee			CLOAC	IPE1JB		1,543.20								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	IPE1JL	5.45									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	IPE1JM	10.92									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	IPE1JN	16.37									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	IPE1JO	27.80									

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COLLOCATION - Mississippi										Svc Order Submitted Elec per LSR		Svc Order Submitted Manually per LSR		Att: 4 Exh: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES \$								Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOME C	SOMAN	SOMAN	OSS Rates(\$)			
PHYSICAL COLLOCATION																	
	Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,890.38										
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,575.69										
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect Application Fee, per application			CLO	PE1DT		583.13										
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.76										
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		597.34			1.22							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		837.57			1.22							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1KI		1,063.00			1.22							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KI		2,422.00			1.22							
	Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		5.74										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		165.23										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		183.20										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		17.97										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.30										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.52										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		55.57										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		504.19										
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,381.40										
	Power																
	Physical Collocation - Power, -48V DC Power, per Fused Amp Requested			CLO	PE1PL		7.33										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1PB		5.29										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1PD		10.58										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1PE		15.87										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1PG		36.65										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect loop provisioning			UNCLN JEC, UNCNX, UEA, UCL, UAL, UHL, UCN, UNCVX	PE1PD		5,025.9	12.37	11.57	5.04	5.45						
	Physical Collocation - 4-wire cross-connect loop provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1PA		9,057.4	12.47	11.74	6.59	5.91						
	Physical Collocation - DS1 Cross-Connect for Physical Collocation provisioning			UNDSL, WDSIS, UXTD1, JLDG1, USLEL, UNLD1, UXTD1, UNCVX, UEPSP, UEPSE, UEPSP, USL, UEPX, UEPDX	PE1PA		1.14	22.16	16.02	5.60	5.97						
	Physical Collocation - DS3 Cross-Connect provisioning			UES, UTD3, UXTD3, JXTS1, UNCDX, UNCSX, JLDG3, UTS1, ULDG3, UNLD3, UEPX, UEPDX, UEPSP, UEPSE	PE1PB		14.45	21.01	15.19	7.61	6.10						

COLLOCATION - Mississippi																
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES \$:				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	
	Physical Collocation - 2-Fiber Cross-Connect			CLO ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF	PE1F2	2.87	21.01	15.25	7.61	6.10						
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF, UDFCX	PE1F4	5.10	25.70	15.57	10.01	8.50						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port			UEP5R, UEPSP, UEPSE, UEP5B, UEP5X, UEP2C	PE1R2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0576	12.47	11.94	6.59	5.91		15.75				
Security	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		17.02	10.75								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.17	13.94								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.32	17.08								
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	75.23										
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0576	27.95									
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1A4		7.84									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.17									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17									
CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.41									
Cable Records	Note: The rates in the First & Additional columns will actually be billed as "Initial F" and "Subsequent S" respectively															
	Physical Collocation - Cable Records, per request			CLO	PE1CR		763.65	5	490.94	132.77						
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		328.81			190.22						
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.84			5.33						
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.27			2.78						
	Physical Collocation - Cable Records, DS3, per T3 TIE			CLO	PE1C3		2.92			9.72						
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.98			77.58						
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5		2.27			2.78						
Virtual to Physical	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS0 Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									

COLLOCATION - Mississippi

CATEGORY	RATE ELEMENTS	Interim Zone	BOS	JSOC	RATES	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B							
								Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
					Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit		CLO	PE1BR		22.54									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit		CLO	PE1BP		22.54									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit		CLO	PE1BS		32.76									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit		CLO	PE1BE		32.78									
	Entrance Cable		CLO	PE1BD											
	Physical Collocation - Fiber Cable Installation, Pning, non-recurring charge, per Entrance Cable		CLO	PE1BD		526.27		22.62							
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable		CLO	PE1PN	17.42										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber		CLO	PE1ED		3.89									
VIRTUAL COLLOCATION															
	Application														
	Virtual Collocation - Application Fee		AMTFS	IEAF		1,212.25		0.51							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application		AMTFS	VE1CA		583.13									
	Virtual Collocation Administrative Only - Application Fee		AMTFS	VE1AF		740.76									
	Space Preparation														
	Virtual Collocation - Floor Space, per sq. ft.		AMTFS	ESPVX	5.74										
	Power														
	Virtual Collocation - Power, per fused amp		AMTFS	ESPAX	7.33										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)														
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCXY, UNCOX, UNCNX	UEA22	0.0258	12.37	11.87	6.04	5.45					
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCXY, UNCOX	UEAC4	0.0535	12.47	11.94	6.59	5.91					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			ULR, UXTD1, UNCIX, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPOX	CNC1X	1.14	22.16	16.02	6.60	5.97					
	Virtual Collocation - Special Access & UNE, cross-connect per DS1			USL, UE3, U1TD3, UXTS1, UXD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLX, UNLD3, XDES1	CNC3X	14.49	21.01	15.29	7.61	6.10					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDD3, ULDD12, ULDD48, UDF, CNC4F		2.91	21.01	15.29	7.61	5.10					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDD3, ULDD12, ULDD48, UDF, CNC4F		5.92	25.70	15.37	10.01	8.50					
	Virtual Collocation - 4-Fiber Cross Connects														
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable		AMTFS	FE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable		AMTFS	FE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSL, UEPSR, UEPCD, UEPEX	VE1R2	0.0258	12.37	11.87	6.04	5.45					
	Virtual Collocation 4-Wire Cross Connect, Port				VE1R4	0.0536	12.47	11.94	6.59	5.91					

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COLLOCATION - Mississippi										Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES				Svc Order Submitted Flec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)				
											SOMECC	SOMAN	SOMAN	SOMAN	SOMAN
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1DR		77.41								
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial F" & "Subsequent S" respectively														
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		763.69	15	496.94	133.77					
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		328.81			190.22					
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.84			5.93					
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.27			2.78					
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.92			9.72					
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.98			77.58					
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1BS		2.27			2.78					
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		17.02	10.79							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTQX		22.17	13.94							
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.32	17.08							
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		28.09	10.79							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.69	13.94							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.28	17.08							
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		926.27			22.62					
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX		15.24								
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		309.48			168.63					
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB		210.05								
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RC		13.17								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.54								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.77								
	Remote Site DLEC Data (BRSDP), per Compact Disk, per CO			CLORS	PE1RR		233.14								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		17.02	10.79							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1QT		22.17	13.94							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.32	17.08							
Adjacent Remote Site Collocation	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RV		755.62	755.62							
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT		0.134								
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS		6.27								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.														
Virtual Remote Site Collocation	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		309.48			168.63					
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC		210.05								
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		116.54								
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1PL		37.77								
ADJACENT COLLOCATION															

COLLOCATION - Mississippi

COLLOCATION - MISSISSIPPI						Att: 4 Exh: B							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)		
						First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0679							
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.68							
				LEANL UEQUEA U									
	Adjacent Collocation - 2-Wire Cross-Connects			UEA UHL UDL UCL	PE1JE	0.0223	12.37	11.57	6.04	5.45			
	Adjacent Collocation - 4-Wire Cross-Connects			UEA UHL UDL UCL	PE1JF	0.0446	12.47	11.34	5.59	5.91			
	Adjacent Collocation - DS1 Cross-Connects			UE3	PE1JG	1.05	22.16	16.02	6.60	5.97			
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.27	21.01	15.29	7.61	6.10			
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.42	21.01	15.29	7.61	6.10			
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.62	25.70	19.97	10.01	9.50			
	Adjacent Collocation - Application Fee			CLOAC	PE1JB	1,585.83							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.29							
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.58							
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.87							
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.65							

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COLLOCATION - North Carolina													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES \$	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: 8				
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEK	SOMAN	SOMAN
PHYSICAL COLLOCATION													
	Application												
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,322.00						
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,311.00						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		317.20						
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44						
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		269.83		1.15				
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		493.40		1.15				
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,012.00		1.15				
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,343.00		1.15				
	Space Preparation												
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	2.69							
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		534.44						
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		559.81						
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		25.37						
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.42							
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.88							
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	97.98							
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	1,195.00							
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	2,140.00							
	Power												
	Physical Collocation - Power, .48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.65							
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.50							
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.01							
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.51							
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	38.12							
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)												
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEO, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0309	19.77	14.95					
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCOX, UC, UGL	PE1P4	0.0618	19.95	15.05					
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULCD1, USLEL, UNLD1, U1TD1, UNC1X, JEP5R, JEP5B, JEP5E, JEP5P, USL, JEP5X, JEP5Y	PE1P1	1.36	39.15	23.20					
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNCX, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, JEP5R, JEP5B, JEP5E, JEP5P	PE1P3	17.62	38.25	21.94					

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COLLOCATION - North Carolina

										Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	JSCC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - 2-Fiber Cross-Connect		CLO ULD03 ULD12, ULD48 U1T03 U1T12 U1T48, UDL03 UDL12 UDF	PE1F2	3.50	38.25	21.94								
	Physical Collocation - 4-Fiber Cross-Connect		ULD03, ULD12 ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF, UDFCX	PE1F4	5.20	43.96	26.17								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable		CLO	PE1ES	0.0028										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable		CLO	PE1DS	0.0041										
	Physical Collocation 2-Wire Cross Connect, Port		UEPSR, UEPSB, UEPSX, UEPC	PE1R2	0.0309	19.77	14.95								
	Physical Collocation 4-Wire Cross Connect, Port		UEPEX, UEFD	PE1R4	0.0618	19.95	15.05					26.94	12.76		
Security												26.94	12.76		
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLO	PE1BT		33.68	21.34								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLO	PE1OT		43.87	27.57								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLO	PE1PT		54.06	33.80								
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.		CLO	PE1AY	0.9135										
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State		CLO	PE1A1	0.9622	15.00									
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card		CLO	PE1AA		15.51									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card		CLO	PE1AR		15.00									
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AK		15.00									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AL		15.00									
CFA															
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request		CLO	PE1C9		77.48									
Cable Records	Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively														
	Physical Collocation - Cable Records, per request		CLO	PE1CR		158.00	937.29	245.00	245.00						
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)		CLO	PE1CD		622.89	627.69	346.35	346.35						
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair		CLO	PE1CO		8.77	8.77	10.32	10.32						
	Physical Collocation, Cable Records, DS1, per T1 TIE		CLO	PE1C1		4.35	4.35	5.11	5.11						
	Physical Collocation, Cable Records, DS3, per T3 TIE		CLO	PE1C3		15.22	15.22	17.90	17.90						
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)		CLO	PE1CB		163.61	163.61	143.32	143.32						
	Physical Collocation, Cable Records, CAT5/RJ45		CLO	PE1CS		2.27		2.78							
Virtual to Physical															
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit		CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS0 Circuit		CLO	PE1B0		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit		CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit		CLO	PE1B3		52.00									

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COLLOCATION - North Carolina										Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS			Interim Zone	BCS	USCC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE15P		59.51	20.45						
		Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit			CLO	PE18P		59.51	20.45						
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		75.93	25.87						
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		75.11	26.04						
		Entrance Cable													
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE19D		1,233.00							
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	20.57								
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.79							
		VIRTUAL COLLOCATION													
		Application													
		Virtual Collocation - Application Fee			AMTFS	EAFF		1,195.00							
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect Application Fee, per application			AMTFS	VE1CA		317.20							
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.44							
		Space Preparation													
		Virtual Collocation - Floor Space, per sq. ft.			1	AMTFS	ESPVX	2.69							
		Power													
		Virtual Collocation - Power, per fused amp			1	AMTFS	ESPAX	7.55							
		Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)													
		Virtual Collocation - 2-wire cross-connect, loop, provisioning				UEANL, UE4, UDN, UAL, UHL, UCL, UEQ, UNC'VX, UNCDX, UNC'NX	UEAC2	0.0225	19.77	14.55					
		Virtual Collocation - 4-wire cross-connect, loop, provisioning				UEA, UHL, UCL, UDL, UNC'VX, UNCDX	UEAC4	0.0449	19.95	15.05					
		Virtual collocation - Special Access & UNE, cross-connect per DS1				UULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.4195	39.15	23.20					
		Virtual collocation - Special Access & UNE, cross-connect per DS3				USL, UE3, U1TD1, UXTS1, UXTD3, UNC3X, UNC'SX, ULDD3, U1TS1, ULDS1, UDL'SX, UNLD3, XDEST	CNC3X	4.41	39.25	21.34					
		Virtual Collocation - 2-Fiber Cross Connects				ULD12, ULDO3, U1T48, U1T'2, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	39.25	21.34					
		Virtual Collocation - 4-Fiber Cross Connects				ULD12, ULDO3, U1T48, U1T'2, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.93	43.96	26.17					
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CS		0.0028							
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD		0.0041							
		Virtual Collocation 2-Wire Cross Connect, Port				UEPSX, UEPSB, UEPSR, UEPSP	VE1R2	0.0225	19.77	14.55					
		Virtual Collocation 4-Wire Cross Connect, Port				UEPDD, UEPEX	VE1R4	0.0449	19.95	15.05					

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COLLOCATION - North Carolina										Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES:\$				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
					Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)					
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request		AMTFS	VE1QR		77.48									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively															
	Virtual Collocation Cable Records - per request		AMTFS	VE1BA		1458.00	937.29	245.00	245.00						
	Virtual Collocation Cable Records - VG/DSO Cable, per cable record		AMTFS	VE1BB		622.69	622.69	346.35	346.35						
	Virtual Collocation Cable Records - VG/DSO Cable, per each 100 pair		AMTFS	VE1BC		8.77	8.77	10.32	10.32						
	Virtual Collocation Cable Records - DS1, per T1TIE		AMTFS	VE1BD		4.35	4.35	5.11	5.11						
	Virtual Collocation Cable Records - DS3, per T3TIE		AMTFS	VE1BE		15.22	15.22	17.90	17.90						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records		AMTFS	VE1BF		163.61	163.61	143.32	143.32						
	Virtual Collocation Cable Records - CAT 5/RJ45		AMTFS	VE1BS		4.35	4.35	5.11	5.11						
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours		AMTFS	SPTBX		33.68	21.34								
	Virtual collocation - Security escort, overtime, outside of normal scheduled work hours on a normal working day		AMTFS	SPTDX		43.87	27.57								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day		AMTFS	SPTPX		54.06	33.80								
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour		AMTFS	SPTX		52.03	21.22								
	Virtual collocation - Maintenance in CO - Overtime, per half hour		AMTFS	SPTOM		69.48	27.51								
	Virtual collocation - Maintenance in CO - Premium per half hour		AMTFS	SPTPM		86.94	34.40								
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable		AMTFS	ESPCX		1233.00									
	Virtual Collocation - Cable Support Structure, per cable		AMTFS	ESPSX		13.28									
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation	Physical Collocation in the Remote Site - Application Fee		CLORS	PE1RA		589.38		258.38							
	Cabinet Space in the Remote Site per Bay/Rack		CLORS	PE1RB		218.07									
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PE1RD		15.00									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested		CLORS	PE1SR		215.55									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested		CLORS	PE1RE		70.65									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO		CLORS	PE1RR		232.94									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLORS	PE1RT		33.68	21.34								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLORS	PE1OT		43.87	27.57								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLORS	PE1PT		54.06	33.80								
Adjacent Remote Site Collocation	Remote Site-Adjacent Collocation-Application Fee		CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PE1RT		0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PE1RS		6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
Virtual Remote Site Collocation	Virtual Collocation in the Remote Site - Application Fee		VE1RS	VE1RB		589.38		258.38							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space		VE1RS	VE1RC		218.07									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested		VE1RS	VE1RR		215.55									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested		VE1RS	VE1RL		70.65									
ADJACENT COLLOCATION															

COLLOCATION - North Carolina

										Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.76									
	Adjacent Collocation - 2-Wire Cross-Connects			UEA, UEL, UEQ, USA, U											
	Adjacent Collocation - 4-Wire Cross-Connects			UCL, UAL, UHL, UDN	PE1JE	0.0239	19.77	14.95							
	Adjacent Collocation - DS1 Cross-Connects			UEA, UHL, UDL, UCL	PE1JF	0.0477	19.95	15.05							
	Adjacent Collocation - DS3 Cross-Connects			USL	PE1JG	1.28	39.15	23.20							
	Adjacent Collocation - 2-Fiber Cross-Connect			UE3	PE1JH	17.35	38.25	21.94							
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JJ	2.94	38.25	21.94							
	Adjacent Collocation - Application Fee			CLOAC	PE1JK	5.62		26.17							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JB		2,266.00		0.5842						
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.50									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.01									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.51									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	38.12									
Note: Rates displaying an "T" in Interim column are interim as a result of a Commission order.															

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COLLOCATION - South Carolina											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,883.67		0.51							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,570.10		0.51							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect Application Fee, per application			CLO	PE1DT		584.42									
	Physical Collocation - Administrative Only - Application Fee			CLO	PE1BL		743.66									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		533.26		1.21							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1KI		1,058.00		1.21							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,409.00		1.21							
	Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		3.95									
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		197.69									
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		219.18									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		21.50									
	Physical Collocation - Space Preparation - C.O. Modification per square ft			CLO	PE1SK		2.75									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		3.24									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		110.15									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,077.57									
	Power															
	Physical Collocation - Power, 48V DC Power - per Fused Amp Requested			CLO	PE1PI		9.19									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1PB		5.67									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1PD		11.36									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1PE		17.03									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1PG		39.32									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANLUEQ UNCNX, UEA, UCL UAL, UHL, UDN UNCVX	PE1P2		0.0341	12.32	11.63	6.04	5.45					
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX UNCDX, UCL, UOL	PE1P4		0.0682	12.42	11.90	6.40	5.74					
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1 USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP USL, UEPEX, UEPOX	PE1P1		1.12	22.08	15.96	6.42	5.80					
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3 UXTD3, UXTS1 UNC3X, UNC3S, ULDD3, U1TS1, ULDS1, UNLD3 UEPEX, UEPOX UEPSR, UEPSB UEPSE, UEPSP	PE1P3		14.21	20.94	15.23	7.39	5.93					

COLLOCATION - South Carolina														Att: 4 Exh. B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES \$					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	Physical Collocation - 2-Fiber Cross-Connect			UCL0, ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF	PE1F2	2.82	20.84	15.23	7.40	5.93								
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF, UDFCX	PE1F4	5.01	25.61	19.50	9.73	8.26								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			CLO	PE1ES	0.001												
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			CLO	PE1CS	0.0915												
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSX, UEPCZ	PE1R2	0.0341	12.32	11.83	5.04	5.45		15.69						
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPCD	PE1R4	0.0582	12.42	11.90	6.40	5.74		15.69						
Security	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.86	10.75										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.10	13.68										
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.23	17.02										
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	74.72												
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85											
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81											
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83											
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13											
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13											
CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1CG		77.71											
Cable Records	Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																	
	Physical Collocation - Cable Records, per request			CLO	PE1CR		50.98	5489.20	133.29									
	Physical Collocation, Cable Records, VG/DSO Cable, per cable record (maximum 3600 records)			CLO	PE1CC		327.65		189.54									
	Physical Collocation, Cable Records, VG/DSO Cable, per each 100 pair			CLO	PE1CO		4.82		5.91									
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77									
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		7.90		9.68									
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1CB		94.68		77.30									
Virtual to Physical	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BQ		33.00											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00											

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COLLOCATION - South Carolina

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES \$1				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1SR		22.43									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit			CLO	PE1RP		22.43									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.61									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BS		32.61									
	Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		294.22		22.54							
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	21.33										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	VEAF		1,207.95		0.51							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect Application Fee, per application			AMTFS	VE1CA		594.42									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.66									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	RESPX	3.95										
	Power															
	Virtual Collocation - Power, per fused amp			AMTFS	RESPAX	9.12										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCXX, UNCDX, UNCNX	UEAC2	0.031*	12.32	11.83	6.04	5.45						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCXX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD*, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPOX	CNC1X	1.12	22.08	15.96	6.42	5.60						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC5X, ULDD3, U1TS1, ULDS1, JDL5X, UNLD3, XDEST	CNC3X	14.2*	20.94	15.23	7.39	5.93						
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDL03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDL03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF	CNC4F	5.7*	25.61	19.90	9.73	8.26						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001*										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSL, UEPSR, UEPRX, UEPRB, UEPRC, UEPRD, UEPEX	VE1R2	0.031*	12.32	11.83	6.04	5.45						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSL, UEPSR, UEPRX, UEPRB, UEPRC, UEPRD, UEPEX	VE1R4	0.0634	12.42	11.90	6.40	5.74						

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COLLOCATION - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES:	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1CR		77.71									
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial F" & "Subsequent S" respectively															
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		150.95	15	489.20	113.29						
	Virtual Collocation Cable Records - VG/DSO Cable, per cable record			AMTFS	VE1BB		327.65			189.54						
	Virtual Collocation Cable Records - VG/DSO Cable, per each 100 pair			AMTFS	VE1BC		4.82			5.51						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BD		2.26			2.77						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BE		7.90			9.68						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1BF		84.68			77.30						
				AMTFS	VE1BS		2.26			2.77						
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTEBX		16.96		10.75							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTEOX		22.10		12.89							
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTEPY		27.23		17.02							
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	SPTRLY		27.99		10.75							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTRON		35.56		12.89							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTRPM		45.12		17.02							
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		794.22		22.54							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	18.66										
LOCATION IN THE REMOTE SITE	Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		305.36									
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	245.44			168.60							
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RC		13.13									
	Physical Collocation in the Remote Site - Space Availability Report, per Premises Requested			CLORS	PE1RD		116.13									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64									
	Remote Site DLEC Data (BRSD0), per Compact Disk, per CO			CLORS	PE1RR		234.50									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96		10.75							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10		12.89							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23		17.02							
Adjacent Remote Site Collocation	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RJ		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
Virtual Remote Site Collocation	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		616.76		337.19							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	245.44										
	Virtual Collocation in the Remote Site - Space Availability Report, per Premises requested			VE1RS	VE1RD		132.25									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RE		75.27									
ADJACENT COLLOCATION																

COLLOCATION - South Carolina											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS			Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PE1JA		0.0539									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PE1JD		6.40									
		Adjacent Collocation - 2-Wire Cross-Connects		DEANLUEG USA U	PE1JE		0.0254	12.32	11.83	6.04	5.45					
		Adjacent Collocation - 4-Wire Cross-Connects		UEA UHL UDL UCL	PE1JF		0.0527	12.42	11.90	6.40	5.74					
		Adjacent Collocation - DS1 Cross-Connects		USL	PE1JG		1.03	22.08	15.56	6.42	5.80					
		Adjacent Collocation - DS3 Cross-Connects		UE3	PE1JH		14.00	20.94	15.23	7.39	5.93					
		Adjacent Collocation - 2-Fiber Cross-Connect		CLOAC	PE1JJ		2.37	20.34	15.23	7.40	5.93					
		Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PE1JK		4.53	25.61	19.90	9.73	8.26					
		Adjacent Collocation - Application Fee		CLOAC	PE1JB			580.20								
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JL		1.67									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JM		11.36									
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JN		17.03									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JO		39.33									

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COLLOCATION - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B						
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1			
						Rec	Nonrecurring First	Add1	Nonrecurring First	Disconnect Add1	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98								
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,065.48								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect Application Fee, per application			CLO	PE1DT		585.09								
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		400.10								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1SL		743.25								
Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		5.54								
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		157.78								
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		218.53								
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		21.44								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SA		2.74								
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.55								
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE13W		100.14								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1S		1,204.00								
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,027.00								
Power															
	Physical Collocation - Power, .48V DC Power, per Fused Amp Requested			CLO	PE1PL		8.87								
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FE		5.60								
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		11.22								
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1RE		16.82								
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		38.84								
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNCNX, UEA, UCL, USAL, UHL, UDN, UNCXX	PE1P2		0.033	33.82		31.52					
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCXX, UNCOX, UCL, UCL	PE1P4		0.055	33.94		31.95					
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UXTD1, UNC1X, UEPSP, UEPSP, UEPSE, UEPSP, USL, UEPEX, UEPOX	PE1P1		1.51	53.27		40.16					
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPOX, UEPSP, UEPSP, UEPSE, UEPSP	PE1P3		19.25	52.37		36.85					

COLLOCATION - Tennessee																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USCC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B				
												Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Nonrecurring Disconnect Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Physical Collocation - 2-Fiber Cross-Connect		CLO, ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF	PE1F2	15.54	41.56	29.82	12.96	10.35			2.69	2.69	1.56	1.56	
	Physical Collocation - 4-Fiber Cross-Connect		ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF, UDFCX	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56	
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect Fiber Cable Support Structure, per linear foot, per cable		CLO	PE1ES	0.0073								2.69	2.69	1.56	1.56
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable		CLO	PE1DS	0.0019											
	Physical Collocation 2-Wire Cross Connect, Port		UEPSR, UEPSP, UEPSE, UEPSE	PE1R2	0.033	33.82	31.92									
	Physical Collocation 4-Wire Cross Connect, Port		UEPSX, UEP2C, UEP2E, UEP2D	PE1R4	0.066	33.94	31.95					20.35	10.54	13.32	1.40	1.40
Security	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLO	PE1BT		33.91	21.49									
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLO	PE1OT												
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLO	PE1PT		54.17	27.16									
	Physical Collocation - Security Access System - Security System per Central Office		CLO	PE1AX	55.66											
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State		CLO	PE1A1	0.059	55.67										
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card		CLO	PE1A4		15.61										
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card		CLO	PE1AR		45.64										
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AK		26.24										
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AL		26.24										
CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request		CLO	PE1CS		11.67										
Cable Records	Physical Collocation - Cable Records, per request		CLO	PE1CP												
	Physical Collocation, Cable Records, VG/DSO Cable, per cable record (maximum 3600 records)		CLO	PE1CD		925.06										
	Physical Collocation, Cable Records, VG/DSO Cable, per each 100 pair		CLO	PE1CO		18.05										
	Physical Collocation, Cable Records, DS1, per T1 TIE		CLO	PE1C1		8.45										
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)		CLO	PE1C3		29.57										
	Physical Collocation, Cable Records, CAT5/RJ45		CLO	PE1CB		279.42										
Virtual to Physical	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit		CLO	PE1BV		33.00										
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit		CLO	PE1BO		33.00										
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit		CLO	PE1B1		52.00										
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit		CLO	PE1B3		52.00										

COLLOCATION - Tennessee																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B							
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
									OSS Rates(\$)							
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Nonrecurring Disc Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		21.11									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit			CLO	PE1BP		21.11									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		30.69									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		30.69									
	Entrance Cable															
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.80										
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,071.00		42.10							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLG	PE1ED		7.29									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	VEAF		2,633.00						2.07	2.81	0.67	1.41
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VEICA		585.09									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1CP		743.25									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	VESP-X		3.51									
	Power															
	Virtual Collocation - Power, per fused amp			AMTFS	VEPAV		6.79									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEAX, UON, UAL, UHL, UCL, UEG, UNCXX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.93	10.35	8.66		2.07	2.81	0.67	1.41	
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCXX, UNCDX	UEAC2	0.57	11.81	10.34	10.44	8.67		2.07	2.81	0.67	1.41	
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNCX, ULED1, U1TD1, USLEL, UNLD1, USL, UEPDX, UEPDX	UNC2X	1.32	32.22	17.76	10.46	8.75		2.07	2.81	0.67	1.41	
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UES, U1TD3, UXTS1, UXTD3, UNCSX, UNCSX, ULD03, U1TS1, ULD03, ULD03, UNLD3, XDES1	UNC2X	12.35	39.97	16.39	12.25	6.95		2.07	2.81	0.67	1.41	
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDL03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.52	12.96	10.34		2.69	2.69	1.56	1.56	
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDL03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF	CNC4F	6.06	50.53	36.78	16.97	14.35		2.69	2.69	1.56	1.56	
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0013										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0019										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPS, UEPS, UEPSR, UEPSR	VE1R2	0.57	11.62	9.96	10.38	8.66		20.35	10.54	13.32	1.40	
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPDX	VE1R4	0.57	11.81	10.04	10.44	8.67		20.35	10.54	13.32	1.40	

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COLLOCATION - Tennessee													
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES \$		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: B	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
					Rec	Nonrecurring First							
							Nonrecurring Disconnect						
							First	Add'l					
									SOME C	SOMAN	SOMAN	SOMAN	SOMAN
									OSS Rates(\$)				
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request		AMTFS	VE1QR		77.67							
Cable Records													
	Virtual Collocation Cable Records - per request		AMTFS	VE1BA		111.00							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record		AMTFS	VE1BB		925.06							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair		AMTFS	VE1BC		18.05							
	Virtual Collocation Cable Records - DS1, per T1TIE		AMTFS	VE1BD		8.45							
	Virtual Collocation Cable Records - DS3, per T3TIE		AMTFS	VE1BE		29.57							
	Virtual Collocation Cable Records - Fiber Cable, per 95-fiber records		AMTFS	VE1BF		279.42							
	Virtual Collocation Cable Records - CAT 5/RJ45		AMTFS	VE1BS		8.45							
Security													
	Virtual collocation - Security escort, basic time, normally scheduled work hours		AMTFS	SPTBX		33.15	26.44			2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day		AMTFS	SPTCX		41.50	25.61			2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, premium time, outside of a scheduled work day		AMTFS	SPTPX		49.86	30.79			2.07	2.81	0.67	1.41
Maintenance													
	Virtual collocation - Maintenance in CO - Basic, per half hour		AMTFS	CTRLX		30.64				2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Overtime, per half hour		AMTFS	SPTQIA		35.77				2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Premium per half hour		AMTFS	SPTPIA		40.90				2.07	2.81	0.67	1.41
Entrance Cable													
	Virtual Collocation - Cable Installation Charge, per cable		AMTFS	IESPCX		749.00				2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Support Structure, per cable		AMTFS	IESPSX	17.87					2.07	2.81	0.67	1.41
COLLOCATION IN THE REMOTE SITE													
Physical Remote Site Collocation													
	Physical Collocation in the Remote Site - Application Fee		CLORS	PE1RA		580.20		312.76					
	Cabinet Space in the Remote Site per Bay/ Rack		CLORS	PE1RB	220.41								
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PE1RD		24.69							
	Physical Collocation in the Remote Site - Space Availability Report, per Premises Requested		CLORS	PE1SR		219.49							
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested		CLORS	PE1RL		70.81							
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO		CLORS	PE1RP		234.15							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLORS	PE1BT		33.91	27.49						
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLORS	PE1OT		44.17	27.79						
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLORS	PE1PT		54.42	34.02						
Adjacent Remote Site Collocation													
	Remote Site-Adjacent Collocation-Application Fee		CLORS	PE1RL		755.62	755.62						
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PE1RT	0.134								
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PE1RS	6.27								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.													
Virtual Remote Site Collocation													
	Virtual Collocation in the Remote Site - Application Fee		VE1RS	VE1PS		580.20		312.76					
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space		VE1RS	VE1RC	220.41								
	Virtual Collocation in the Remote Site - Space Availability Report, per Premises requested		VE1RS	VE1RP		219.49							
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested		VE1RS	VE1RL		70.81							
ADJACENT COLOCATION													

COLLOCATION - Tennessee										Att: 4 Exh: B				
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	JSCC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Nonrecurring Add'l	SOME C	SOMAN	OSS Rates(\$)	SOMAN	SOMAN
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PE1JA	0.0656									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PE1JC	5.53									
	Adjacent Collocation - 2-Wire Cross-Connects		LEANLUECUEAUM											
	Adjacent Collocation - 4-Wire Cross-Connects		CLUALUHLUDL	PE1JE	0.34	11.12	10.12	11.33	10.23			1.77	1.77	1.12
	Adjacent Collocation - DS1 Cross-Connects		UEA UHL UDL UCL	PE1JF	0.33	11.30	10.31	11.62	10.44					1.12
	Adjacent Collocation - DS3 Cross-Connects		UJSL	PE1JG	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect		UE3	PE1JH	19.03	25.23	15.51	13.46	10.77			1.77	1.77	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PE1JJ	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12
	Adjacent Collocation - Application Fee		CLOAC	PE1JK	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JB		2,973.00		0.95				0.00	0.00	0.00
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JL	5.61									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JM	11.64									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JN	17.45									
			CLOAC	PE1JC	40.30									

Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.

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**Attachment 4 - Collocation
Tennessee Regulatory Authority Election**

- 1 Intrado may elect the terms, conditions and rates pursuant to orders entered by the TRA in Dockets 97-01262, 99-00430, and 00-00544 for Collocation (TRA Option) for Tennessee. By electing the TRA Option, Intrado accepts the TRA rates, terms and conditions of this Exhibit C in their entirety in conjunction with the other terms and conditions of this Attachment.
- 1.1 Demarcation Point. AT&T will designate the point(s) of demarcation between Intrado's equipment and/or network facilities and AT&T's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to AT&T's network, Intrado may request that the demarcation point be a POT bay in a common area within the AT&T Premises, which Intrado shall be responsible for providing and Intrado's AT&T Certified Supplier shall be responsible for installing and properly labeling/stenciling. Intrado's AT&T Certified Supplier shall also be responsible for installing the necessary cabling between Intrado's Collocation Space and the POT bay. Intrado, its agent, or Intrado's AT&T Certified Supplier must perform all required maintenance to the equipment/network facilities on its side of the demarcation point and may self-provision cross-connects that it requires within its own Collocation Space to activate service requests. If Intrado desires to avoid the use of a POT bay or any other intermediary device as contemplated by the TRA, AT&T shall negotiate alternative rates, terms and conditions for such requested demarcation point.
- 1.2 Application Fee. The application fee for caged Collocation Space shall be the Application -- Cost Planning Fee for both Initial Applications and Subsequent Applications submitted by Intrado. Likewise, for cageless Collocation Space, the same Cageless - Application Fee applies for both Initial Applications and Subsequent Applications placed by Intrado. AT&T will bill the appropriate nonrecurring application fee at the rates set forth in Exhibit C on the date that AT&T provides an Application Response to Intrado.
- 1.3 Space Preparation Fees. Intrado shall pay space preparation fees consisting of nonrecurring charges for Firm Order Processing and Power Cables, per cable. Nonrecurring fees will be assessed upon the Intrado's submission of Intrado's BFFO. In addition to the nonrecurring charges Intrado shall pay monthly recurring charges for grounding per location and

space enclosures. The Space Enclosure fee is assessed per enclosure, per location with a one hundred (100) square foot minimum enclosure. The cost for additional square feet is applicable only when ordered with the first one hundred (100) square feet and shall be provided in fifty (50) square feet increments. The rates for Space Preparation are as set forth in Exhibit C.

- 1.4 Floor Space. Recurring charges for Land and Buildings are as set forth in Exhibit C and are based upon the number of square feet enclosed with a minimum requirement of 100 square feet.
- 1.5 Caged Physical Collocation Power Usage Metering
 - 1.5.1 AT&T will assess Intrado for -48V DC power using the following two components: (1) the actual measured AC usage, and (2) the DC power plant infrastructure provisioned by AT&T to support the total number of fused amps of DC power requested by Intrado on Intrado's Initial Collocation Application and all Subsequent Collocation Applications. These recurring power charges will be assessed by AT&T on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3 above. Upon Intrado's election of the TRA Option, Intrado will convert existing physical caged collocation arrangements to the TRA Option. The recurring power charges contained in Exhibit C will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Intrado to convert all existing physical caged collocation arrangement to the TRA Option.
 - 1.5.2 AT&T, or its AT&T Certified Supplier, will perform all metering activities, which will include providing the necessary ammeter or other measurement device for measurement of the actual power usage (AC usage) being drawn by Intrado's collocation equipment on both the A and B power feeds. The AC usage component of the DC power charge will be based upon the sum of either the instantaneous or busy-hour average electric current readings, depending on the capabilities of the ammeter or other measurement device. Intrado may, at its sole cost and expense, install its own meters on those BDFBs located in its own caged Collocation Space(s) and may notify AT&T if it would like to offer AT&T the option of using such meters for the purposes of measuring Intrado's actual power usage. In such case, AT&T, or its AT&T Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed or maintained by Intrado on Intrado's own BDFB(s) or via an AT&T provided measurement device. The usage reading for the option elected by AT&T shall be used for purposes of calculating the DC power usage billing.
 - 1.5.3 If AT&T, or its AT&T Certified Supplier, requires access to Intrado's caged Collocation Space(s) for purposes of measuring the power usage, AT&T or its AT&T Certified Supplier shall provide Intrado with a minimum of forty-eight (48) hours notice that access is required. Intrado

shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to Intrado's caged Collocation Space(s). Once the date and time of access to Intrado's caged Collocation Space(s) has been agreed upon, Intrado and AT&T, or its AT&T Certified Supplier, shall adhere to the agreed upon date and time, or provide a minimum of twenty-four (24) hours notice to the other Party if the original appointment(s) will be missed or must be canceled and rescheduled. If Intrado fails to provide access to its caged Collocation Space(s) or fails to provide AT&T, or its AT&T Certified Supplier, with sufficient notification of the missed appointment(s), as noted above, then Intrado shall pay the nonrecurring "Additional Meter Reading Trip Charge", as set forth in Exhibit C, for each additional meter reading trip that must be rescheduled to measure Intrado's power usage for such caged Collocation Space(s). Intrado and the AT&T Certified Supplier may jointly agree to less stringent notification requirements to address, for example, any service interruption or restoration of service situations, on a location-by-location basis.

1.5.4

For each new caged collocation arrangement, Intrado shall indicate on Intrado's Initial Application that the TRA Option is elected. For each existing location that Intrado converts to the TRA Option, the submission of a Subsequent Application is required and agrees to include in the Comments section of the Subsequent Application the following comment:

This Subsequent Application is Intrado's certification that Intrado is converting this caged collocation arrangement to the TRA Options and will permit AT&T, or the AT&T Certified Supplier, to measure its actual power usage on all power feeds.

- 1.5.5 AT&T will bill Intrado a Power Reconfiguration Only Application Fee, as set forth in Exhibit C, on the date that AT&T provides an Application Response to each Subsequent Application submitted by Intrado converting its caged collocation arrangements to the TRA Option. AT&T shall then arrange for the measurement of Intrado's actual power usage on each power feed (each A and B power feed) once each quarter at each of Intrado's caged collocation arrangements for which Intrado has submitted an Initial or Subsequent Application electing the TRA Option. Based upon the actual power usage measurement taken by AT&T or the AT&T Certified Supplier, AT&T shall assess Intrado for AC power usage for the following quarter based upon Intrado's actual metered usage for each power feed (both the A and B power feeds) or a minimum of ten (10) amps of -48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the AC power consumption rate, set forth in Exhibit C, to determine the appropriate monthly recurring AC usage charge that will be billed to Intrado for the following three (3) months or until the next AC power usage measurement is taken, whichever is later.
- 1.5.6 Either Party, within fifteen (15) days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If Intrado requests that an additional (prior to the next scheduled quarterly power reading date) power usage reading be taken, then Intrado will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit C. If AT&T requests a power usage reading be taken in this instance, then Intrado will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten percent (10%) or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate Intrado's AC usage charge for the next three (3) months.
- 1.5.7 In the event AT&T elects to measure Intrado's power using Intrado's BDFB meter, then AT&T, at any time and at its own expense, shall have the right to verify the accuracy of Intrado's BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, an ammeter. If the meter readings vary significantly, the Parties agree to perform a joint investigation. If Intrado's BDFB meter is found to be in error, then Intrado agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration of the meters themselves. The readings must vary by more than ten percent (10%) or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the AT&T reading is

substantiated, AT&T shall adjust Intrado's billing retroactive to the beginning of the quarter for which the last meter reading was taken.

1.5.8

When Intrado submits the appropriate Initial or Subsequent Application electing the TRA Option for a specific physical caged collocation arrangement in a particular AT&T Premises, AT&T will provide the associated Application Response pursuant to Section 6 above. It will then be the responsibility of Intrado to submit a BFFO. After AT&T receives the BFFO from Intrado, the arrangement requested on the Initial or Subsequent Application will be provisioned by AT&T within the provisioning intervals contained in Section 7 above and Intrado will be notified of the Space Ready Date or when the appropriate record and database changes have been made by AT&T to reflect *Intrado's* election or conversion to the TRA Option (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a specific caged collocation arrangement in a particular AT&T Premises to the TRA Option). Intrado shall not elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing caged collocation arrangement. When a Subsequent Application is used to elect the TRA Option and there are no other changes requested, billing for the recurring charges associated with the AC Usage and DC Power Infrastructure components will begin upon the Space Ready Date. If Intrado occupies the space prior to the Space Ready Date, for Initial Application requests only, the date Intrado occupies the space will be deemed the new Space Acceptance Date and billing for the AC Usage and DC Power Infrastructure components will begin on that date. When Intrado elects the TRA Option, the number of fused amps of DC Power infrastructure capacity requested by Intrado on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for the AC Usage component until such time as AT&T or its AT&T Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of Intrado's power usage for the requested caged Collocation Space. As soon as this reading has been taken, AT&T will adjust Intrado's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. AT&T will also use this reading for billing purposes until the next quarterly meter reading is performed by AT&T or its AT&T Certified Supplier.

1.5.9

AT&T shall assess Intrado the monthly recurring charge as set forth in Exhibit C for AT&T's power plant infrastructure component of the DC power charges based upon the number of fused DC power amps requested by Intrado, as reflected by Intrado on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular caged collocation arrangement(s) converted to the TRA Option or any new caged collocation arrangement(s) for which Intrado has chosen the TRA Option.

- 1.5.10 Intrado agrees to submit a Subsequent Application to notify AT&T when Intrado has removed or installed telecommunications equipment in Intrado's physical Collocation Space to ensure that Intrado's existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in Intrado's Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.
- 1.5.11 AT&T will bill Intrado a monthly recurring charge per caged Collocation Space on each arrangement for which Intrado has elected or converted to the TRA Option. This "Meter Reading" monthly recurring rate element will be assessed to Intrado for the first twelve (12) power circuits (each A and B feed counts as two (2) circuits), and then for each additional two (2) circuits, read by AT&T or its AT&T Certified Supplier, at the rates set forth in Exhibit C and based on whether the power meter is provided by AT&T or its AT&T Certified Supplier or Intrado.

COLLOCATION - Alabama													Att: 4 Exh: C				
CATEGORY	RATE ELEMENTS				Interim Zone	BCS	USCC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
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COLLOCATION - Florida														Att: 4 Exh: C					
CATEGORY	RATE ELEMENTS	Interim Zone	BOS	SOC	RATES \$:	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	OSS Rates(\$)							
												Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN
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COLLOCATION - Georgia										Att: 4 Exh: C					
CATEGORY	RATE ELEMENTS				Interim Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates (\$)		
													SOME C	SOMAN	SOMAN
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COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim Zone	BOS	USCC	RATES \$:	Svc Order	Svc Order	Incremental	Incremental	Incremental	Incremental
						Submitted Elec per LSR	Submitted Manually per LSR	Charge - Manual Svc Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic-Disc 1st	Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec Nonrecurring First Add'l Nonrecurring Disconnect First Add'l						
						OSS Rates(\$)					
						SOMECSOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

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COLLOCATION - Louisiana										Att. 4 Exh: C					
CATEGORY	RATE ELEMENTS	Internal Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
								OSS Rates(\$)							
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMECSOMAN	SOMANSOMAN	SOMANSOMAN		
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COLLOCATION - Mississippi										Att: 4 Exh: C					
CATEGORY	RATE ELEMENTS	Interim Zone	BOS	USOC	RATES \$	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l				
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	
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COLLOCATION - South Carolina											Att: 4 Exh: C					
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
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COLLOCATION - Tennessee															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: C Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Nonrecurring Disconnect Add'l	OSS Rates (\$)					
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Application														
	Physical Collocation - Cageless - Application Fee		CLO	PE1CH		2,633.00									
	Physical Caged Collocation-App Cost(initial & sub)-Planning, per request		CLO	PE1AC	15.16	2,903.66									
	Physical Collocation - Co-Garner Cross Connects/Direct Connect, Application Fee, per application		CLO	PE1DT		585.09									
	Physical Collocation - Power Reconfiguration Only, Application Fee		CLO	PE1PR		400.10									
	Physical Collocation Administrative Only - Application Fee		CLO	PE1BL		743.25									
	Space Preparation														
	Physical Caged Collocation-Space Prep-Grounding, per location		CLO	PE1SB	4.32										
	Physical Collocation - Caged Collocation - Space Prep-Power Cable, 40 AMP, includes 20 AMP A and B Feed		CLO	PE1SN		142.40									
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 100 AMP, includes 50 AMP A and B Feed		CLO	PE1SD		185.72									
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 200 AMP, includes 100 AMP A and B Feed		CLO	PE1SP		242.05									
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.		CLO	PE1S1	110.57										
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per add'l 50 sq. ft.		CLO	PE1S5	55.49										
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.		CLO	PE1FS	5.94										
	Physical Collocation - Cageless - Floor Space, per sq. ft.		CLO	PE1ZB	3.91										
	Physical Collocation - Space Preparation - Firm Order Processing		CLO	PE1SJ		1,294.00									
	Physical Collocation - Space Availability Report, per Central Office Requested		CLO	PE1SR		2,027.00									
	Power														
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp		CLO	PE1FB	5.50										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp		CLO	PE1FD	11.12										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp		CLO	PE1FE	16.82										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp		CLO	PE1FG	38.24										
	Physical Caged Collocation-Power-Power Construction, per amp DC plant		CLO	PE1PN	3.55										
	Physical Caged Collocation-Power-Power Consumption, per amp AC usage		CLO	PE1PO	2.03										
	Physical Collocation - Cageless - Power, per Fused Amp		CLO	PE1PG	6.79										
	Physical Collocation - Meter Reading - per CLEC per CO, First 12 Circuits w/AT&T Meter		CLO	PE1FO	102.24										
	Physical Collocation - Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/AT&T Meter		CLO	PE1FP	8.94										
	Physical Collocation - Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter		CLO	PE1FO	98.25										
	Physical Collocation - Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC Meter		CLO	PE1FR	8.94										
	Physical Collocation - Additional Meter Reading Trp Charge, per Central Office, per Occurrence		CLO	PE1FV		307.64									
	Cross Connects (Cross Connects, Co-Garner Cross Connects, and Ports)														
			UEANL, UEG, UNCNX, UEA, UCL, UAL, UHL, UDN												
	Physical Collocation - 2-wire cross-connect, loop, provisioning		UNCVX	PE1P2	0.0475	7.68									
	Physical Collocation - Cageless - 2-Wire Cross-Connects		UNCNXX	PE1ZD	0.57	11.62	9.90					2.07	2.81	0.67	1.41
			UEA, UHL, UNCVX, UNCDX, UCL, UDL												
	Physical Collocation - 4-wire cross-connect, loop, provisioning		UNCVX	PE1P4	0.0475	7.68									
	Physical Collocation - Cageless - 4-Wire Cross Connects		UNCVX, UNCDX	PE1ZE	0.57	11.81	10.04					2.07	2.81	0.67	1.41

COLLOCATION - Tennessee															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USCC	RATES \$:				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Alt: 4 Exh: C Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning		WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEP5R, UEP5B, UEP5E, UEP5P, USL	PE1P1	0.38	41.65									
	Physical Collocation - Cageless - DS1 Cross Connects		WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEP5X, UEP5X	PE1Z5	1.32	32.22	17.75					2.07	2.81	0.67	1.41
	Physical Collocation - DS3 Cross-Connect, provisioning		UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UNLD3, UEP5X, UEP5X, UEP5R, UEP5B, UEP5E, UEP5P	PE1P3	9.32	298.03									
	Physical Collocation - Cageless - DS3 Cross Connects		UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UNLD3	PE1Z6	12.32	29.97	15.30					2.07	2.81	0.67	1.41
	Physical Collocation - 2-Fiber Cross-Connect		CLO, ULDD3, ULDD12, ULDD48, U1TD3, U1T12, U1T48, ULDD3, UDL12, UDF	PE1P7	15.64	41.56	39.62								
	Physical Collocation - Cageless - 2 Fiber Cross Connect		CLO, ULDD3, ULDD12, ULDD48, U1TD3, U1T12, U1T48, ULDD3, UDL12, UDF	PE1P8	1.03	41.56	39.62								
	Physical Collocation - 4-Fiber Cross-Connect		ULDD3, ULDD12, ULDD48, U1TD3, U1T12, U1T48, ULDD3, UDL12, UDF, UDFCX	PE1P4	29.11	50.53	38.78								
	Physical Collocation - Cageless - 4-Fiber Cross-Connect		ULDD3, ULDD12, ULDD48, U1TD3, U1T12, U1T48, ULDD3, UDL12, UDF	PE1P5	6.06	50.53	38.78								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable		CLO	PE1P5	0.0013										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable		CLO	PE1D5	0.0019										
	Physical Collocation 2-Wire Cross Connect, Port		UEP5R, UEP5P, UEP5E, UEP5B, UEP5X, UEP2C	PE1R2	0.0475	7.68									
	Physical Collocation 4-Wire Cross Connect, Port		UEP5X, UEP5P, UEP5R, UEP5B	PE1R4	0.0475	7.68									
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per circuit		UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UNLD3	PE113	7.68	41.65									

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COLLOCATION - Tennessee														
CATEGORY	RATE ELEMENTS	Interm. Zone	ECIS	SSCC	RATES \$					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Alt: 4 Exh: C Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	OSS Rates (\$)		
												SOMAN	SOMAN	SOMAN
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per circuit		U1TDS1, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UNLD3	PE115	53.96	298.03								
POT Bay	Physical Caged Collocation - 2-fiber POT Bay		CLO	PE182	38.79									
	Physical Caged Collocation - 4-fiber POT Bay		CLO	PE184	52.31									
Security	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards		CLO	PE142		76.10								
	Physical Collocation - Cageless - Security Escort - Basic, per Half Hour		CLO	PE124		32.15	25.44							
	Physical Collocation - Cageless - Security Escort - Overtime, per Half Hour		CLO	PE12N		41.50	25.61							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLO	PE12O		49.86	30.75							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLO	PE18*		13.91	21.49							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLO	PE10T		44.17	27.75							
	Physical Collocation - Security Access System - Security System per Central Office		CLO	PE1PT		54.42	34.02							
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State		CLO	PE12X	55.98									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card		CLO	PE14L		15.61								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card		CLO	PE14B		45.64								
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE12*		26.24								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE14L		75.24								
CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request		CLO	PE10L		77.67								
Cable Records	Physical Collocation - Cable Records, per request		CLO	PE10B		1711.00								
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)		CLO	PE10S		925.06								
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair		CLO	PE10L		18.05								
	Physical Collocation, Cable Records, DS1, per T1 TIE		CLO	PE10*		8.45								
	Physical Collocation, Cable Records, DS3, per T3 TIE		CLO	PE123		29.57								
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)		CLO	PE1CB		279.42								
Virtual to Physical	Physical Collocation, Cable Records, CAT5/RJ45		CLO	PE1CS		8.45								
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit		CLO	PE18V		33.20								
	Physical Collocation - Virtual to Physical Collocation Relocation per DSO Circuit		CLO	PE18C		13.00								
	Physical Collocation - Virtual to Physical Collocation Relocation per DS1 Circuit		CLO	PE13*		52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit		CLO	PE183		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit		CLO	PE18R		23.00								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit		CLO	PE18P		23.00								

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COLLOCATION - Tennessee															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	SSOC	RATES \$:			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: C Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit		QLO	PE1BS		33.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit		QLO	PE1RE		37.00									
	Entrance Cable		QLO	PE1CP		0.0156									
	Physical Caged Collocation - Cable Installation - Entrance Fiber Structure, interduct per foot		QLO	PE1CP		0.0156									
	Physical Caged Collocation - Cable Installation - Entrance Fiber, per cable		QLO	PE1CP		0.0156									
	Physical Caged Collocation - Cable Support Structure - Cable Racking, per entrance cable		QLO	PE1CS		21.47									
	Physical Collocation - Cageless - Cable Installation Cost, per cable		QLO	PE1CA		1,749.00									
	Physical Collocation - Cageless - Cable Support Structure, per Entrance Cable		QLO	PE1CA		1,749.00									
	VIRTUAL COLLOCATION														
	Application														
	Virtual Collocation - Application Fee		AMTFS	EAF		2,533.00									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect Application Fee, per application		AMTFS	PE1CA		585.09									
	Virtual Collocation Administrative Only - Application Fee		AMTFS	PE1AF		743.25									
	Space Preparation														
	Virtual Collocation - Floor Space, per sq. ft.		AMTFS	ESPX		3.81									
	Power														
	Virtual Collocation - Power, per fused amp		AMTFS	ESPAX		6.79									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)														
	Virtual Collocation - 2-wire cross-connect, loop, provisioning		UEANL,UEA,UDN,UDL,UNL,UDL,LEQ,UNCX,UNCX,UNCX,UNCX	UEAC2		0.57	11.82	3.92			2.07	2.81	0.67	1.41	
	Virtual Collocation - 4-wire cross-connect, loop, provisioning		UEA,UMC,UDL,UDL,UNCX,UNCX,UNCX,UNCX	UEAC4		0.57	11.81	10.04			2.07	2.81	0.67	1.41	
	Virtual collocation - Special Access & UNE, cross-connect per DS1		ULR, UXTD1,UNCIX, ULEB1, U1TD1, ULEL, UNLD1, UDL	UNCIX		1.32	32.22	17.75			2.07	2.81	0.67	1.41	
	Virtual collocation - Special Access & UNE, cross-connect per DS3		USL,UE3,U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULD31, U1TS1, ULD31, UDLX, UNLD3	UNC3X		12.32	29.97	16.30			2.07	2.81	0.67	1.41	
	Virtual Collocation - 2-Fiber Cross Connects		UDL12,UDL03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDFRNG2F			3.03	41.56	29.52							
	Virtual Collocation - 4-Fiber Cross Connects		UDL12,UDL03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDFRNG4F			6.06	50.53	38.74							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable														
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable														
	Virtual Collocation 2-Wire Cross Connect, Port		UEPSX,UEPSB,UEPSE,UEPSF,UEPSR,UEP2C	UEIR2		0.57	11.82	3.92							
	Virtual Collocation 4-Wire Cross Connect, Port		UEPDD,UEPEX	UEIR4		0.57	11.81	10.04							
CFA															

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COLLOCATION - Tennessee														Att: 4 Exh: C	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order v.s. Electronic- 1st	Incremental Charge - Manual Svc Order v.s. Electronic- Add'l	Incremental Charge - Manual Svc Order v.s. Electronic- Disc 1st	Incremental Charge - Manual Svc Order v.s. Electronic- Disc Add'l				
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECH	SOMAN	OSS Rates (\$)			
										SOMAN	SOMAN	SOMAN	SOMAN		
Cable Records															
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request		AMTFS	VE1CR		77.67									
	Virtual Collocation Cable Records - per request		AMTFS	VE1BA		1711.00									
	Virtual Collocation Cable Records - VG/DSO Cable, per cable record		AMTFS	VE1BB		925.06									
	Virtual Collocation Cable Records - VG/DSO Cable, per each 100 pair		AMTFS	VE1BC		18.05									
	Virtual Collocation Cable Records - DS1, per T1TIE		AMTFS	VE1BD		8.45									
	Virtual Collocation Cable Records - DS3, per T3TIE		AMTFS	VE1BE		29.57									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records		AMTFS	VE1BF		279.42									
	Virtual Collocation Cable Records - CAT 5/RJ45		AMTFS	VE1BS		8.45									
Security															
	Virtual collocation - Security escort, basic time, normally scheduled work hours		AMTFS	SPTSX		33.15	70.44								
	Virtual collocation - Security escort, overtime, outside of normal scheduled work hours on a normal working day		AMTFS	SPTQX		41.50	25.61								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day		AMTFS	SPTPX		49.86	30.79								
Maintenance															
	Virtual collocation - Maintenance in CO - Basic, per half hour		AMTFS	CTRLX		30.64									
	Virtual collocation - Maintenance in CO - Overtime, per half hour		AMTFS	SPTOM		35.77									
	Virtual collocation - Maintenance in CO - Premium, per half hour		AMTFS	SPTPM		40.90									
Entrance Cable															
	Virtual Collocation - Cable Installation Charge, per cable		AMTFS	IESPCX		1749.00									
	Virtual Collocation - Cable Support Structure, per cable		AMTFS	IESPSX	17.87										
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee		CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack		CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site - Space Availability Report, per Premises Requested		CLORS	PE1SR		218.49									
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested		CLORS	PE1RE		70.81									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO		CLORS	PE1RR		234.15									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLORS	PE1BT		33.91	21.45								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLORS	PE1OT		44.17	27.76								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLORS	PE1PT		54.42	34.02								
Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee		CLORS	PE1RU		755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker, amp		CLORS	PE1PS	0.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee		VE1RS	VE1RB		580.20		312.76							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space		VE1RS	VE1RC	220.41										
	Virtual Collocation in the Remote Site - Space Availability Report, per Premises requested		VE1RS	VE1RR		218.49									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested		VE1RS	VE1RE		70.81									
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PE1JA	0.0656										

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COLLOCATION - Tennessee																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES \$					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh: C Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring First		Nonrecurring Disconnect								
						Add'l	First	Add'l	First							Add'l
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PE1JC	5.53								OSS Rates(\$)			
										SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Adjacent Collocation - 2-Wire Cross-Connects		UEANL UEQ,UEA,U													
	Adjacent Collocation - 4-Wire Cross-Connects		CL,UAL,UHL,UDN	PE1JE	0.34	11.12		10.18	11.33	10.23						
	Adjacent Collocation - DS1 Cross-Connects		UEA,UHL,UDL,UCL	PE1JF	0.33	11.30		10.31	11.62	10.44						
	Adjacent Collocation - DS3 Cross-Connects		USL	PE1JG	1.70	28.39		16.88	11.55	10.44		1.77	1.77	1.12	1.12	
	Adjacent Collocation - 2-Fiber Cross-Connect		UE3	PE1JH	19.03	26.23		15.51	13.40	10.54		1.77	1.77	1.12	1.12	
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PE1JJ	3.49	26.23		15.51	13.40	10.77		1.77	1.77	1.12	1.12	
	Adjacent Collocation - Application Fee		CLOAC	PE1JK	6.53	26.23		15.51	13.41	10.78		1.77	1.77	1.12	1.12	
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JB		2,973.00		19.02	17.50	14.97		1.77	1.77	1.12	1.12	
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JL	5.81				0.55			1.77	1.77	1.12	1.12	
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JM	11.64											
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1JN	17.45											
	NOTE: Rates displaying an "T" in the interim column are interim as a result of a Commission order.		CLOAC	PE1JO	40.30											

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. **Non-Discriminatory Access to Telephone Numbers**
 - 1.1 During the term of this Agreement, where Intrado is utilizing its own switch, Intrado shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.
 - 1.2 Where AT&T provides resold services to Intrado, AT&T will provide Intrado with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Intrado acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Intrado may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to Intrado) telephone numbers per rate center if the following conditions are met:
 - 1.2.1 Intrado must: (1) indicate that all of the intermediate numbers currently held by Intrado in each rate center where Intrado will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where Intrado will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by Intrado in the rate center where Intrado is requesting telephone numbers has reached at least seventy-five percent (75%).
 - 1.2.2 The above information will be provided by Intrado by submitting to AT&T a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet -- TN Level" (MTL Worksheet), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where Intrado will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by Intrado to customers by the total number of intermediate numbers held by Intrado in the rate center and multiplying the result by one hundred (100).
 - 1.2.3 If fulfilling Intrado's request for intermediate numbers results in AT&T having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), AT&T will submit the required numbering request to the national numbering administrator to satisfy Intrado's request for intermediate numbers. AT&T will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the

numbering request is denied by the national administrator) to satisfy Intrado's request for intermediate numbers. In these cases, AT&T is not obligated to fulfill the request by Intrado for intermediate numbers unless, and until, AT&T's request for additional numbering resources is granted.

1.2.4 Intrado agrees to supply supporting information for any numbering request and/or safety valve request that AT&T files pursuant to Section 1.2.3 above.

1.3 Intrado acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a number plan area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted per the jeopardy guidelines developed by the industry, AT&T may request that Intrado cancel all or a portion of its unassigned intermediate numbers. Intrado's consent to AT&T's request shall not be unreasonably withheld.

2. Local Number Portability

2.1 The Parties will offer LNP in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.2 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.

2.3 Network Architecture. The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.

2.4 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

2.5 N-I Query. The Parties agree to adhere to applicable FCC rules and orders governing LNP N-I queries.

2.6 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, customers of each Party may port reserved numbers that the customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's customer may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

2.7 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. AT&T and

Intrado shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2. In the event no rate is set forth in Attachment 2, then the Parties shall negotiate a rate for such services.

- 2.8 The Parties will set Location Routing Number (LRN) unconditional or ten (10) digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.9 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.10 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the customer.
- 2.11 AT&T and Intrado will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.
- 2.12 Where Intrado utilizes AT&T's LNP Query Service, AT&T shall bill and Intrado shall pay the query charge associated with LNP Query Service as set forth in Attachment 2. To receive the LNP Query Service charge set forth in Attachment 2, Intrado shall fill out and submit the Interconnection data sheet for AT&T LNP Query Service. The form can be obtained on AT&T's Interconnection Web site under AT&T LNP Query Service and click on forms. Once the form has been filled out and submitted the LNP Query charge will take effect on the approved date. This charge is not subject to the resale discount set forth in Attachment 1.
- 3. **Service Order Charges**
- 3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in Attachment 6 and Exhibit A of Attachment 2.

Attachment 6

Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. **Quality of Pre-Ordering, Ordering, Provisioning, Maintenance and Repair**
 - 1.1 AT&T shall provide to Intrado nondiscriminatory access to its OSS and the necessary information contained therein in order that Intrado can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide Intrado with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at AT&T's Interconnection Web site. AT&T shall ensure that its OSS are designed to accommodate requests for both current and projected demands of Intrado and other CLECs in the aggregate.
2. **Access to Operations Support Systems**
 - 2.1 AT&T shall provide to Intrado nondiscriminatory access to its OSS and the necessary information contained therein in order that Intrado can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Intrado to obtain the technical capability to access and utilize AT&T's OSS interfaces. Specifications for Intrado's access and use of AT&T's electronic interfaces are set forth at AT&T's Interconnection Web site.
 - 2.1.1 Intrado agrees to comply with the provisions of the OSS Interconnection Volume Guidelines as set forth at AT&T's Interconnection Web site.
 - 2.2 Pre-Ordering
 - 2.2.1 AT&T will provide electronic access to its OSS and the information contained therein in order that Intrado can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at AT&T's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.
 - 2.2.2 AT&T shall provide to Intrado electronic access to customer service record information in accordance with the applicable performance intervals referenced in

Attachment 9. If electronic access is not available, AT&T shall provide to Intrado such information within twenty-four (24) hours. Intrado shall provide to AT&T access to customer record information, including circuit numbers associated with each telephone number where applicable. Intrado shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Intrado shall provide to AT&T paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. Intrado shall provide to AT&T such customer service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

- 2.2.3 The Parties agree not to view, copy, or otherwise obtain access to the other Party's customer record information about any of the other Party's customers without that customer's permission. Intrado will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. AT&T reserves the right to audit Intrado's access to customer record information. If AT&T has reason to believe, through its audit or by any other means, that Intrado is accessing customer record information without having obtained the proper customer authorization, AT&T upon reasonable notice to Intrado may take corrective action, including but not limited to suspending or terminating Intrado's access to AT&T's pre-ordering and ordering OSS, and the provisioning of pending and existing services

2.3 Ordering

- 2.3.1 AT&T will make available to Intrado electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of AT&T's electronic interfaces are set forth at AT&T's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.
- 2.3.2 Intrado shall place orders for services by submitting a LSR to AT&T. AT&T shall bill Intrado an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. AT&T shall bill Intrado a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g., mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its PON.
- 2.3.2.1 Intrado may submit an LSR to request that a customer's service be temporarily suspended, denied, or restored. Alternatively, Intrado may submit a list of such

customers if Intrado provides a separate PON for each location on the list. AT&T will bill an electronic or manual service order charge for each location.

2.3.2.2 AT&T will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.3.2.3 Notwithstanding the foregoing, AT&T will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

2.3.2.4 AT&T shall return a Firm Order Confirmation (FOC) or LSR clarification in accordance with the applicable performance intervals referenced in Attachment 9. Intrado shall provide to AT&T a FOC within twenty-four (24) hours of the receipt from AT&T of a complete and accurate LSR, exclusive of Saturdays, Sundays and holidays. Intrado shall provide to AT&T an LSR clarification within twenty-four (24) hours of the receipt from AT&T of an incomplete and inaccurate LSR, exclusive of Saturdays, Sundays and holidays.

2.4 Provisioning

2.4.1 AT&T shall provision services during its regular working hours. To the extent Intrado requests provisioning of service to be performed outside AT&T's regular working hours, or the work so requested requires AT&T's technicians or project managers to work outside of regular working hours, overtime charges set forth in AT&T's intrastate Access Services Tariff, Section E13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a AT&T technician or project manager during his or her scheduled shift and AT&T does not incur any overtime charges in performing the work on behalf of Intrado, AT&T will not assess Intrado additional charges beyond the rates and charges specified in this Agreement.

2.4.2 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by Intrado (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill Intrado for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.

2.4.3 Cancellation Charges. If Intrado cancels an LSR for network elements or resold services subsequent to AT&T's generation of a service order, any costs incurred by AT&T in conjunction with provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's Interconnection Web site. In addition, AT&T reserves the right to assess cancellation charges if Intrado fails to respond within nine (9) business days to a Missed Appointment order notification.

- 2.4.3.1 Notwithstanding the foregoing, if Intrado places an LSR based upon AT&T's loop makeup information, and such information is inaccurate resulting in the inability of AT&T to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where Intrado places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if AT&T cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, Intrado may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Intrado elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.
- 2.4.4 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by Intrado, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the AT&T Product and Services Interval Guide. The charges are as set forth in Exhibit A of Attachment 2.
- 2.4.5 Order Modification Charges. If Intrado modifies an order after being sent a FOC from AT&T, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by Intrado in accordance with Exhibit A of Attachment 2.
- 2.5 Maintenance and Repair
- 2.5.1 AT&T will make available to Intrado electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of AT&T's maintenance and repair electronic interfaces are set forth at AT&T's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. AT&T and Intrado agree to adhere to AT&T's Operational Understanding. The Operational Understanding may be accessed via AT&T's Interconnection Web site.
- 2.5.2 If Intrado reports a trouble on a AT&T Network Element and no trouble is found in AT&T's network, AT&T will charge Intrado a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the working status. AT&T will assess the Maintenance of Service rates as set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.1.

- 2.5.2.1 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by Intrado (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill Intrado for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Maintenance of Service rates as set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.1.
- 2.5.3 If Intrado reports a trouble on a resold service and no trouble is found in AT&T's network, AT&T will charge Intrado a Trouble Determination Charge or a Trouble Location Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the working status. AT&T will assess the Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff.
- 2.5.3.1 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by Intrado (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill Intrado for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff.
- 2.6 Billing. AT&T will provide Intrado nondiscriminatory access to billing information as specified in Attachment 7.
- 2.7 Change Management. The Parties agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The Parties agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to AT&T's electronic interfaces, AT&T's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to Intrado at AT&T's Interconnection Web site.
- 2.8 Rates. Unless otherwise specified herein, charges for the use of AT&T's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement.
- 2.9 The Commissions in some states have ordered per element manual additive nonrecurring charges for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive nonrecurring charges will apply in these states,

rather than the charge per LSR. The per element charges are listed in Exhibit A of Attachment 2.

3. Miscellaneous

- 3.1 Pending Orders. To the extent that Intrado submits an LSR with incomplete, incorrect or conflicting information, AT&T will return the LSR to Intrado for clarification. Intrado shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If Intrado does not submit a supplement LSR within thirty (30) days, AT&T will cancel the original LSR and Intrado shall be required to submit a new LSR, with a new PON.
- 3.2 Single Point of Contact. Intrado will be the single point of contact with AT&T for ordering activity for network elements and other services used by Intrado to provide services to its customers, except that AT&T may accept a request directly from another CLEC, or AT&T, acting with authorization of the affected customer. Intrado and AT&T shall each execute a blanket LOA with respect to customer requests so that prior proof of customer authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, AT&T may disconnect any network element being used by Intrado to provide service to that customer and may reuse such network elements or facilities to enable such other carrier to provide service to the customer. AT&T will notify Intrado that such a request has been processed but will not be required to notify Intrado in advance of such processing.
- 3.2.1 Neither Party shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 Use of Facilities. When a customer of Intrado elects to discontinue service and to transfer service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to Intrado, regardless whether those facilities are provided as Network Elements or as part of a resold service, and regardless of whether the end user served with such facilities has paid all charges to Intrado or has been denied service for nonpayment or otherwise. AT&T will notify Intrado that such a request has been processed after the disconnect order has been completed.
- 3.3 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week. AT&T will close trouble tickets after making a reasonable effort to contact Intrado for

authorization to close a ticket. AT&T will place trouble tickets in delayed maintenance status after making a reasonable effort to contact Intrado to request additional information or to request authorization for additional work deemed necessary by AT&T.

- 3.4 Subscription Functions. In cases where AT&T performs subscription functions for an IXC (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), AT&T will in all possible instances provide the affected IXCs with the OCN of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.
- 3.4.1 When Intrado's customer, served by resale or loop and port combinations, changes its PIC or LPIC, and per AT&T's FCC or state tariff the interexchange carrier elects to charge the customer the PIC or LPIC change charge, AT&T will bill the PIC or LPIC change charge to Intrado, which has the billing relationship with that customer, and Intrado may pass such charge to the customer.

Attachment 7

Billing

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CONFIDENTIAL

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DECLASSIFIED

CONFIDENTIAL

BILLING

1. Payment and Billing Arrangements

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 AT&T will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to Intrado under this Agreement. AT&T will use its best efforts to format bills in CABS Billing Output Specification (CBOS) standard format. AT&T's billing format may change in accordance with applicable industry standards; provided, however, that AT&T may, in some instances, not apply CBOS standard format for certain types of billing for certain products and services. Billing in a format other than CBOS shall not be the basis of any Intrado dispute or withholding of payment.

- 1.1.1 For any service(s) AT&T receives from Intrado, Intrado shall bill AT&T in CBOS format.

- 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to AT&T.

- 1.1.3 AT&T will render bills each month on established bill days for each of Intrado's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in AT&T's Non-Regulated Services Pricing List N6.

- 1.1.4 AT&T will bill Intrado in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

- 1.1.4.1 For resold services, charges for services will be calculated on an individual customer account level, including, if applicable, any charge for usage or usage allowances. AT&T will also bill Intrado, and Intrado will be responsible for and remit to AT&T, all charges applicable to said services including but not limited to 911 and E911 charges, EUCL charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.

- 1.1.5 AT&T will not perform billing and collection services for Intrado as a result of the execution of this Agreement.

- 1.2 Establishing Accounts and Subsequent State Certifications. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Intrado will provide the appropriate AT&T Local Contract Manager responsible for new CLEC activation,

the necessary documentation to enable AT&T to establish accounts for Local Interconnection, Network Elements and Other Services and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide Telecommunications Services, the appropriate OCN for each state as assigned by the NECA, CIC, if applicable, ACNA, if applicable, AT&T's blanket form LOA, Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Intrado may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from Intrado.

- 1.2.1 ACNAs. Intrado shall provide AT&T with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by Intrado to order services pursuant to this Agreement and will not be shared by Intrado with another entity.
- 1.2.2 Company Identifiers. If Intrado needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Intrado has already been conducting business utilizing those Company Identifiers, Intrado shall follow the Mergers and Acquisitions Process as described on AT&T's Interconnection Web site, and shall be subject to separately negotiated rates, terms and conditions.
- 1.2.3 Tax Exemption. It is the responsibility of Intrado to provide AT&T with a properly completed tax exemption certificate in the current version of the form customarily used by AT&T and at intervals required by the appropriate taxing authorities or reasonably requested by AT&T. A tax exemption certificate must be supplied for each individual Intrado entity purchasing Services under this Agreement. Upon AT&T's receipt of a properly completed tax exemption certificate, subsequent billings to Intrado will not include those taxes or fees from which Intrado is exempt. Prior to receipt of a properly completed exemption certificate, AT&T shall bill, and Intrado shall pay all applicable taxes and fees. In the event that Intrado believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to AT&T's receipt of a properly completed exemption certificate, AT&T shall assign to Intrado its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by AT&T, AT&T shall, after receiving a written request from Intrado and at Intrado's sole expense, pursue such refund claim on behalf of Intrado, provided that Intrado promptly reimburses AT&T for any costs and expenses incurred by AT&T in pursuing such refund claim; and, provided further, that AT&T shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Intrado or to deduct any such outstanding costs and expenses from any amounts owed by AT&T to Intrado if no refund is obtained.

Intrado shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Intrado to its customers.

- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon AT&T's request, Intrado shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding Intrado's credit and financial condition. Based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding Intrado's credit and financial condition, AT&T reserves the right to require Intrado to provide AT&T with a suitable form of security deposit for Intrado's account(s). If, in AT&T's sole discretion, circumstances so warrant and/or Intrado's gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Intrado's "accounts receivables and proceeds".
- 1.3.1 Security deposit shall take the form of cash, an irrevocable letter of credit (AT&T form), surety bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by Intrado and accepted by AT&T. Any such security deposit shall in no way release Intrado from its obligation to make complete and timely payments of its bill(s). If AT&T requires Intrado to provide a security deposit, Intrado shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of AT&T's request, as applicable. Security deposit request notices will be sent to Intrado via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's GSST.
- 1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing for services pursuant to this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Intrado has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Intrado or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Intrado and AT&T shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event Intrado fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Intrado may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, AT&T shall apply any security deposit to Intrado's

final bill for its account(s). If no bill is rendered to Intrado, AT&T shall, nevertheless, apply any security deposit to Intrado's outstanding balance.

- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Intrado as security under this Agreement, Intrado shall renew such letter of credit or provide AT&T with evidence that Intrado has obtained a suitable replacement for the letter of credit. If Intrado fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Intrado accounts(s). If Intrado provides a security deposit or additional security deposit in the form of a surety bond as required herein, Intrado shall renew the surety bond or provide AT&T with evidence that Intrado has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Intrado fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for Intrado's account(s). If the credit rating of any bonding company that has provided Intrado with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to Intrado that Intrado must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If Intrado fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for Intrado's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized, in its sole discretion, to draw down the full amount of any letter of credit or take action on any surety bond provided by Intrado as security hereunder if Intrado defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein and apply the cash proceeds to any outstanding balance on Intrado's accounts and utilize any remaining cash proceeds as security for Intrado's account(s).

- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of Intrado. Intrado shall pay invoices by utilizing wire transfer services or automatic clearing house services. Intrado shall make payment to AT&T for all services billed including disputed amounts. AT&T will not become involved in billing disputes that may arise between Intrado and Intrado's customer.

- 1.4.1 Payment Due. Payment for services provided by AT&T, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to Intrado's accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. If AT&T does not

receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

- 1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.2, below, shall apply.
- 1.4.1.2 Late Payment. If any portion of the payment is not received by AT&T on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of AT&T's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the AT&T intrastate Access Services Tariff, or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, Intrado may be charged a fee for all returned checks at the rate set forth in Section A2 of AT&T's GSST or pursuant to the applicable state law.
- 1.5 Discontinuing Service to Intrado. The procedures for discontinuing service to Intrado are as follows:
- 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
- 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.
- 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's customers. Additionally, at the time of Discontinuance, AT&T will remove any Local Service Freezes in place on the billed Party's customers.
- 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
- 1.5.2 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by Intrado of the rules and regulations of AT&T's tariffs.

- 1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to Intrado that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1 above: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.
- 1.5.3.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.
- 1.5.3.2 For CABS billed services, AT&T will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that AT&T provides the Suspension notice.
- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, AT&T will provide written notice that AT&T may discontinue the provision of existing services to Intrado if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1 above, within thirty (30) days following such written notice; provided, however, that AT&T may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.4.1 below.
- 1.5.4.1 AT&T may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) Intrado has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:
- (1) AT&T has sent the subject bill(s) to Intrado within seven (7) business days of the bill date(s), verifiable by records maintained by AT&T;

- i. in paper or CDROM form via the United States Postal Service (USPS), or
- ii. in magnetic tape form via overnight delivery, or
- iii. via electronic transmission; or

(2) AT&T has sent the subject bill(s) to Intrado, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.4.2 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.5.4.3 Intrado is solely responsible for notifying the customer of the Discontinuance of service. If, within seven (7) days after Intrado's services have been Discontinued, Intrado pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of AT&T's GSST, then AT&T will reestablish service for Intrado.

1.5.5 Termination. If within seven (7) days after Intrado's service has been Discontinued and Intrado has failed to pay all past due charges as described above, then Intrado's service will be Terminated.

2. Billing Disputes

2.1 Intrado shall electronically submit all billing disputes to AT&T using the form specified by AT&T. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of AT&T's denial, or partial denial, of the billing dispute, if Intrado is not satisfied with AT&T's resolution of the billing dispute or if no response to the billing dispute has been received by Intrado by such sixtieth (60th) day, Intrado must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on AT&T's Interconnection Services Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with General Terms and Conditions.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by AT&T within twelve (12) months of the submission of such dispute. Intrado agrees to not submit billing disputes for amounts billed more than twelve (12) months prior to submission of a billing dispute filed for amounts billed. The billing dispute must be clearly explained by Intrado and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows

the basis for disputing charges shall be within AT&T's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by AT&T. Claims by Intrado for damages of any kind will not be considered a billing dispute for purposes of this Section. If AT&T resolves the billing dispute, in whole or in part, in favor of Intrado, any credits and interest due to Intrado as a result thereof shall be applied to Intrado's account by AT&T upon resolution of the billing dispute.

3. Non-InterCompany Settlements

- 3.1 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the Centralized Message Distribution System (CMDS) Data Center (Direct Participant) and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center.
- 3.2 The Non-InterCompany Settlements (NICS) is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T's Southeast Region 9-State.
- 3.3 In association with message distribution service, AT&T will provide Intrado with associated intercompany settlements reports as appropriate.
- 3.4 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.5 Intercompany Settlements Messages
 - 3.5.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Intrado as a facilities based provider of local exchange Telecommunications Services.
 - 3.5.2 AT&T will receive the monthly NICS reports from Telcordia on behalf of Intrado and will distribute copies of these reports to Intrado on a monthly basis.
 - 3.5.3 Through NICS, AT&T will collect the revenue earned by Intrado within the AT&T Southeast Region 9-State from another LEC also within the AT&T Southeast Region 9-State where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Intrado. AT&T will remit the revenue billed by Intrado within the AT&T Southeast Region 9-State to the LEC also within the AT&T Southeast Region 9-State, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two (2)

amounts will be netted together by AT&T and the resulting charge or credit issued to Intrado via a CABS miscellaneous bill on a monthly basis in arrears.

- 3.5.4 AT&T and Intrado agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

AT&T will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by AT&T pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a separate license agreement negotiated with AT&T.

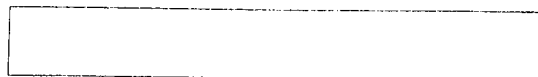
Attachment 9
Service Quality Measurements

SERVICE QUALITY MEASUREMENTS

Upon a particular Commission's issuance of an order pertaining to Service Quality Measurements in a proceeding expressly applicable to all CLECs generally, AT&T shall implement in that state such Service Quality Measurements as of the date specified by the Commission. Service Quality Measurements that have been ordered in a particular state can currently be accessed via the internet at <http://pmap.bellsouth.com>.

Attachment 10
AT&T Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects AT&T's long-term ability to deliver traffic to a CLEC, general procedures have been developed by AT&T to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available on AT&T's Interconnection Services Web site. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the AT&T Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of AT&T's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

AT&T's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact AT&T's ECC and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the AT&T Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, AT&T equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the AT&T NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

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For long-term outages, recovery efforts will be coordinated by the ECC. Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE ECC

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to AT&T's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how AT&T will proceed with restoration is whether or not AT&T's equipment is incapacitated. Regardless of whose equipment is out of service, AT&T will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), AT&T has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, AT&T can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon AT&T having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact AT&T's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 AT&T OUTAGE

Because AT&T's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged AT&T equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of AT&T's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the CO is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving AT&T's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a CO

When AT&T loses a CO, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency.

5.2.2 Loss of a CO with SWC Functions

The loss of a CO that also serves as a SWC will be restored as described in Section 5.2.1.

5.2.3 Loss of a CO with Tandem Functions

When AT&T loses a CO building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice,
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

5.2.4 Loss of a Facility Hub

In the event that AT&T loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency; and
- e) If necessary, AT&T will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND AT&T EQUIPMENT)

In some instances, a disaster may impact AT&T's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since AT&T and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, AT&T may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, AT&T may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

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7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (AT&T)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (AT&T)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (AT&T switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

Hurricane Information

During a hurricane, AT&T will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout AT&T. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on AT&T's Interconnection Web site by clicking on the link "Relief Information" in the special alert box located on the Web page. Additionally, information concerning Mechanized Disaster Reports can also be found by clicking on the link "Click here for information concerning Disaster Recovery Reports" on the Hurricane Relief page.

AT&T Disaster Management Plan

AT&T maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1. **Bona Fide Request**
- 1.1 The Parties agree that Intrado is entitled to order any Network Element, interconnection option or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when Intrado makes a request of AT&T to provide a new or modified Network Element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.
- 1.2 A BFR shall be submitted in writing by Intrado and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. Such a request shall also include Intrado's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e., a BFR). The request shall be sent to Intrado's designated AT&T Sales contact or Local Contract Manager (LCM).
- 1.3 Within two (2) business days of receipt of a BFR, AT&T shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, AT&T may reasonably request additional information from Intrado at any time during the processing of the BFR.
- 1.4 Within thirty (30) business days of AT&T's receipt of the BFR, if the preliminary analysis of the requested BFR is not of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the BFR, AT&T shall respond to Intrado by providing a preliminary analysis of the new or modified Network Element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that AT&T will offer access to the new or modified Network Element, interconnection option or service option or confirm that AT&T will not offer the new or modified Network Element, interconnection option or service option.
- 1.5 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that AT&T will offer the new or modified Network Element, interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted AT&T

departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the Network Element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that AT&T will not offer the new or modified Network Element, interconnection option or service option, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified Network Element, interconnection option or service option, should actually be submitted as a New Business Request (NBR) or is otherwise not required to be provided under the Act. If AT&T cannot provide the Network Element, interconnection option or service option by the requested date, AT&T shall provide an alternative proposed date together with a detailed explanation as to why AT&T is not able to meet Intrado's requested date.

- 1.6 For any new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission, if AT&T determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the BFR, AT&T shall notify Intrado within ten (10) business days of AT&T's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to AT&T's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If Intrado accepts the complex request evaluation fee proposed by AT&T, Intrado shall submit such fee within thirty (30) business days of AT&T's notice that a complex request evaluation fee is required. Within thirty (30) business days of AT&T's receipt of the complex request evaluation fee, AT&T shall respond to Intrado by providing a preliminary analysis, consistent with Section 1.4 above.
- 1.7 Intrado may cancel a BFR at any time up until thirty (30) business days after receiving AT&T's preliminary analysis. If Intrado cancels the BFR within thirty (30) business days after receipt of AT&T's preliminary analysis, AT&T shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

- 1.8 Intrado will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If Intrado fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled. Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified Network Element, interconnection option or service option quoted in the preliminary analysis.
- 1.9 Notwithstanding any other provision of this Agreement, AT&T shall propose a firm price quote, including the firm Development Rate, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Intrado's accurate BFR application for a Network Element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of Intrado's accurate BFR application for a new or modified Network Element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of Intrado's accurate BFR application for a new or modified Network Element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than twenty-five percent (25%).
- 1.10 Intrado shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote.
- 1.11 Unless Intrado agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 1.12 If Intrado believes that AT&T's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in General Terms and Conditions.
- 1.13 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.
- 2 New Business Request**
- 2.1 Intrado also shall be permitted to request the development of new or modified facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment. A NBR is to be

used by Intrado to make a request of AT&T for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the AT&T network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.

- 2.2 An NBR shall be submitted in writing by Intrado and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. The request shall be sent to Intrado's designated AT&T Sales contact or LCM.
- 2.3 Within two (2) business days of receipt of an NBR, AT&T shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, AT&T may reasonably request additional information from Intrado at any time during the processing of the NBR.
- 2.4 If the preliminary analysis of the requested NBR is not of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, AT&T shall respond to Intrado by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that AT&T will offer access to the Requested NBR Services or confirm that AT&T will not offer the Requested NBR Services.
- 2.5 If the preliminary analysis states that AT&T will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If AT&T cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why AT&T is not able to meet Intrado's requested date.
- 2.6 If AT&T determines that the preliminary analysis of the requested NBR is of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the NBR, AT&T shall notify Intrado within ten (10) business days of AT&T's notice that a complex request evaluation fee is required prior to the evaluation of the NBR. Such fee shall be limited to AT&T's extraordinary expenses directly related to the complex request. If Intrado accepts the complex request evaluation fee amount proposed by AT&T, Intrado shall submit such complex request evaluation fee within

thirty (30) business days of AT&T's notice that a complex request evaluation fee is required.

- 2.7 Within thirty (30) business days of AT&T's receipt of the complex request evaluation fee, AT&T shall respond to Intrado by providing a preliminary analysis of such Requested NBR Services.
- 2.8 Intrado may cancel an NBR at any time. If Intrado cancels the request more than ten (10) business days after submitting it, Intrado shall pay AT&T's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 1.6 above.
- 2.9 Intrado will have thirty (30) business days from receipt of the preliminary analysis to accept the preliminary analysis or cancel the NBR. If Intrado fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.10 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.11 AT&T shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Intrado's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of Intrado's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than twenty-five percent (25%).
- 2.12 Intrado shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, AT&T will credit Intrado's account for the difference.
- 2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.

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From: Regulatory
Sent: Thursday, August 30, 2007 12:39 PM
To: Ballesteros, Rebecca; Hicks, Thomas; CClugy@comcast.net
Subject: FW: Intrado Communications, Inc.--AT&T SouthEast 9 state Interconnection Agreement
Importance: High

Tom, Rebecca and Cindy,

I spoke to Karla Minnick from AT&T this morning and she advised that the 22 state agreement has been pushed out to a tentative date, October 1, 2007. She is not sure when it will be complete.

She also advised that Karen would be sending the 9 state template and it is attached to this message.

There are 440 pages to this agreement, Cindy let me know if you need the paper and I will have Corp Service print out for you.

Thanks,
Colleen

From: Ferguson, Karon [mailto:kf2006@att.com]
Sent: Thursday, August 30, 2007 9:04 AM
To: Regulatory
Cc: Minnick, Karla S (Attswb)
Subject: Intrado Communications, Inc.--AT&T SouthEast 9 state Interconnection Agreement
Importance: High

<<Intrado_Standard Interconnection Agreement.pdf>>
Hello Colleen,

Attached is our Standard Interconnection Agreement for the AT&T SouthEast 9 state region per your request.

Karon
Karon Ferguson
AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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Atlanta, GA 30308

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From: Regulatory
Sent: Thursday, August 30, 2007 12:39 PM
To: Ballesteros, Rebecca; Hicks, Thomas; CClugy@comcast.net
Subject: FW: Intrado Communications, Inc.--AT&T SouthEast 9 state Interconnection Agreement
Importance: High

Tom, Rebecca and Cindy,

I spoke to Karla Minnick from AT&T this morning and she advised that the 22 state agreement has been pushed out to a tentative date, October 1, 2007. She is not sure when it will be complete.

She also advised that Karen would be sending the 9 state template and it is attached to this message.

There are 440 pages to this agreement, Cindy let me know if you need the paper and I will have Corp Service print out for you.

Thanks,
Colleen

From: Ferguson, Karon [mailto:kf2006@att.com]
Sent: Thursday, August 30, 2007 9:04 AM
To: Regulatory
Cc: Minnick, Karla S (Attswbt)
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From: Ferguson, Karon [mailto:kf2006@att.com]
Sent: Tuesday, August 28, 2007 7:43 AM
To: Hicks, Thomas
Subject: Re: Confidential - Intrado-AT&T 251 Call Request

Thank you Thomas. We are reviewing you information and will schedule a pre-negotiations call asap...K:-)

----- Original Message -----

From: Hicks, Thomas <Thomas.Hicks@intrado.com>
To: Ferguson, Karon
Cc: Hicks, Thomas <Thomas.Hicks@intrado.com>
Sent: Mon Aug 27 12:40:39 2007
Subject: Confidential - Intrado-AT&T 251 Call Request

Dear Karon,

As a result of having entered into agreements in several states with specific 911 controlling authorities to provide Enhanced 911 services (inclusive of selective routing) for AT&T end users, Intrado formally requested AT&T to work with us to negotiate a footprint wide 251 agreement for interconnection. Accordingly, AT&T initially provided Intrado the AT&T 13-State Agreement for review, and you indicated when we spoke last week that you would be forwarding me your 9-state agreement covering your southeast region states.

You also asked that I provide additional information about our service needs and discussion topics before appointing a time to conduct an introduction and general discussion conference call with us. To that end, please consider the following comments as being offered to satisfy this requirement and feel free to contact me directly if clarification is needed.

- * Intrado Communications Inc. (Intrado Comm) is currently certificated in most AT&T-served states, with the most recent being Mississippi. We anticipate obtaining certification in Ohio and Texas before the end of September and in Louisiana and Arkansas before year end.
- * Intrado Comm plans to provide IP-based Next Generation E911 network services throughout much of AT&T's serving areas, and will be deploying secured emergency network technology capable of interfacing with existing TDM legacy networks, as well as seamless interoperability with legacy CPE PSAP-based apparatus.
- * Because Intrado does not currently purchase physical transport facilities (i.e. fiber optics, copper, radio, etc.) typically required to interconnect the Intrado Comm 911 network components, Intrado will need to order select interconnection services from AT&T or other providers to interconnect the network elements of Intrado's selective routing system with public safety locations. Such interconnection may include both special access and UNE loops.
- * Given the nature of wireless call routing and the potential need to transfer wireless 911 calls between selective routing networks with ALI, there will be requirements for cooperative interconnection arrangements between AT&T's 911 tandems and Intrado Comm's 911 selective routing systems. Inter-selective routing trunking will likely be necessary in both directions so that AT&T-served PSAPs and Intrado Comm-served PSAPs may transfer calls in either direction. This interoperability may be similar to those functions AT&T currently perform for Denton County, Texas.
- * Intrado may also need to arrange for collocation within AT&T's end offices where cost savings may be realized and passed on to the 911 controlling authorities subscribing to our services.

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8. The importance of mirroring pANI steering table entries (as performed in TX & CA)
9. Distinctions and reasons to negotiate two separate agreements with the same company and alternatives available.

As previously indicated, my attorney and I would like to have the call early next week if possible. I have also attached a high level diagram that may aid us in our discussion. Please let me know if additional information is necessary to obtain your agreement to participate on a call.

Thank you,

Tom Hicks, ENP

Intrado Inc.

Director- Carrier Relations

Tel: (972) 772-5883

Mob: (972) 342-4482

Email: thomas.hicks@intrado.com <<mailto:thomas.hicks@intrado.com>>

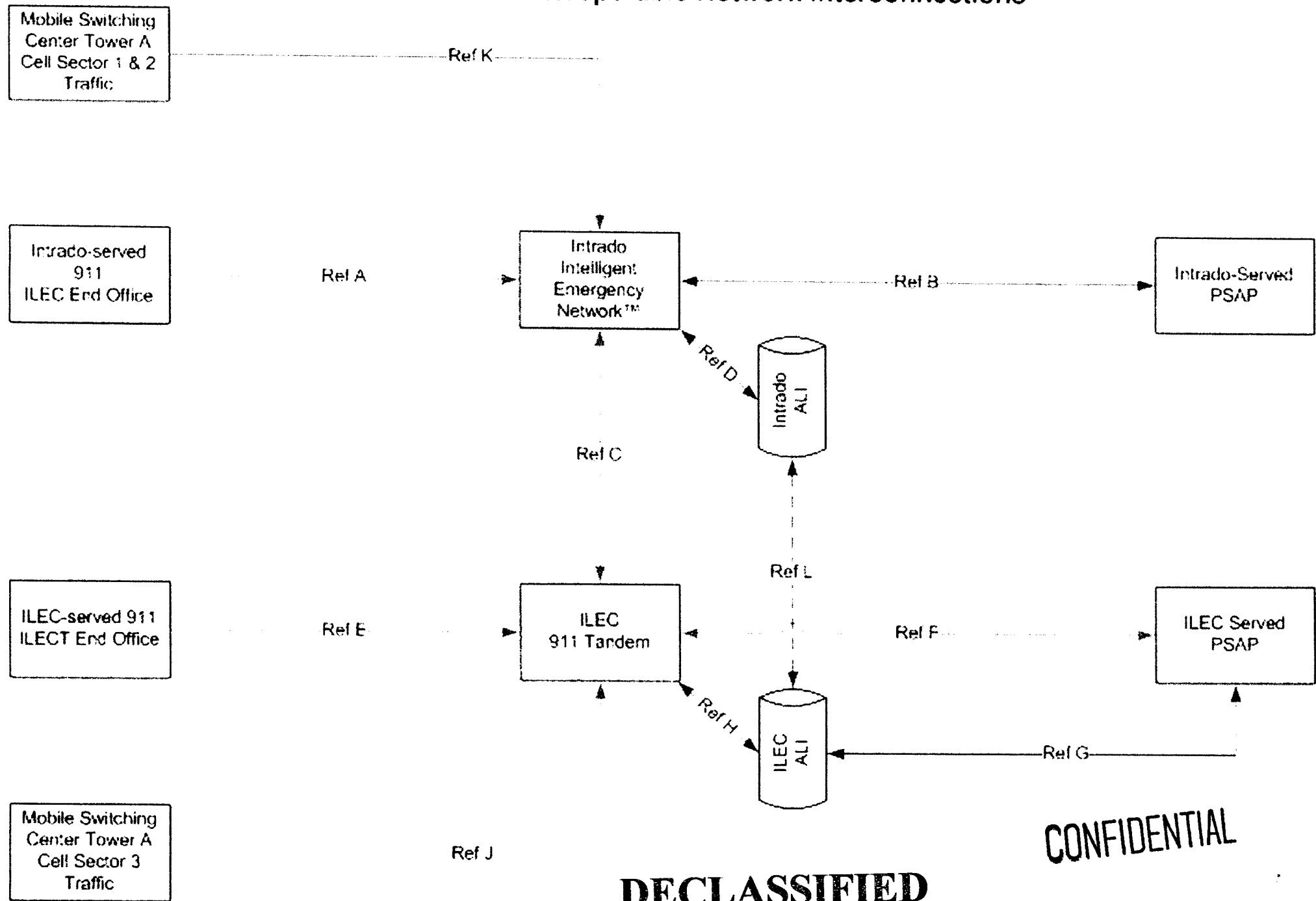
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Intrado Intelligent Emergency Network™ Interoperable Network Interconnections



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-----Original Message-----

From: Ferguson, Karon [<mailto:kf2006@att.com>]
Sent: Wednesday, September 19, 2007 2:43 PM
To: Hicks, Thomas; Ballesteros, Rebecca; Lockett, Colleen
Subject: RE: Confidential - Intrado-AT&T 251 Call Request
Importance: High

All,

Please see the attached letter that was mailed to Intrado today. Prior to my scheduling a "negotiations" conference call, please respond in writing to this letter.

Thank you,
Karon

Karon Ferguson
AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
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Atlanta, GA 30308

-----Original Message-----

From: Ferguson, Karon
Sent: Friday, August 31, 2007 1:05 PM
To: 'Thomas.Hicks@intrado.com'
Subject: RE: Confidential - Intrado-AT&T 251 Call Request

Hello Thomas,

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I received your voice mail today requesting a conference call for next week, Labor Day holiday week. I regret that we will be unable to schedule a call for next week.

We are reviewing Intrado's information and will respond asap.

Karon

-----Original Message-----

From: Ferguson, Karon
Sent: Tuesday, August 28, 2007 8:43 AM
To: 'Thomas.Hicks@intrado.com'
Subject: Re: Confidential - Intrado-AT&T 251 Call Request

Thank you Thomas. We are reviewing you information and will schedule a pre-negotiations call asap...K:-)

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To: Ferguson, Karon
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Thank you,

Tom Hicks, ENP

Intrado Inc.

Director- Carrier Relations

Tel: (972) 772-5883

Mob: (972) 342-4482

Email: thomas.hicks@intrado.com <<mailto:thomas.hicks@intrado.com>>

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Eddie A. Reed, Jr.
Director-Contract Management
AT&T Wholesale Customer Care

AT&T Inc.
311 S. Akard, Room 940.01
Dallas, TX 75202
Fax 214 464-2006



September 19, 2007

Thomas W. Hicks
Director, Regulatory Affairs
c/o Colleen Lockett
Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

Re: Request of Intrado Communications Inc. ("Intrado") to initiate negotiations under Section 251 of the Act

Dear Mr. Hicks:

Thank you for your interest on behalf of Intrado in negotiating an Interconnection Agreement with AT&T.

As requested, AT&T has previously sent electronic drafts of its 13-State and 9-State Interconnection Agreements, and it is my understanding that Intrado is currently in the process of conducting its review of said documents.

However, the applications and tariffs Intrado filed with the various commissions primarily stated that Intrado would aggregate and transport calls with its 9-1-1 SafetyNetSM services and that Intrado did not provide, did not intend to provide, nor sought authority to provide, local exchange dial tone. Therefore, please confirm that Intrado has changed its business plans to provide exchange services or exchange access services and is requesting negotiations with AT&T for the purpose of providing these services pursuant to Sections 251 and 252 of the federal Telecom Act (the "Act").

Sincerely,

A handwritten signature in cursive script, appearing to read "Eddie A. Reed, Jr.", written over the word "Sincerely,".

Eddie A. Reed, Jr.

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CONFIDENTIAL

cc: Karon Ferguson
Kristen Shore
Phil Abrahams
Michael Cansler
Paul Dorin
Steve Earnest
Anna Hastings
Kathleen Hamilton
Jon Kelly
Annamarie Lemoine
Tena Rylander

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DECLASSIFIED

Eddie A. Reed, Jr.
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Eddie A. Reed, Jr.

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cc: Karon Ferguson
Kristen Shore
Phil Abrahams
Michael Cansler
Paul Dorin
Steve Earnest
Anna Hastings
Kathleen Hamilton
Jon Kelly
Annamarie Lemoine
Tena Rylander

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-----Original Message-----

From: Hicks, Thomas

Sent: Sunday, September 23, 2007 2:59 PM

To: Karon Ferguson (kf2006@att.com)

Cc: Hicks, Thomas; Anna Hastings (anna.hastings@att.com); Michael Cansler (mc1825@att.com)

Subject: RE: Confidential - Intrado-AT&T 251 Call Request

Dear Karon,

As Intrado has met your stated requirement to respond to Mr. Reed's correspondence (see my attached response) before establishing a conference call, please plan to join with Intrado to discuss our interconnection needs on September 26 at 10:00 Central Time.

I have also attached a copy of the Illinois Order and the California Report for your distribution to Mr. Reed and others within your company as you deem appropriate.

I look forward to resolving all remaining issues and removing any barriers or impediments to 251/252 interconnection negotiations with your company.

Upon receiving your concurrence with the appointed time, I will forward the conference bridge number and access information. Your expedited reply is greatly appreciated.

Thank you,

Tom Hicks, ENP

Intrado Inc.

Director- Regulatory Affairs

Tel: (972) 772-5883

Mob: (972) 342-4482

Email: thomas.hicks@intrado.com

-----Original Message-----

From: Ferguson, Karon [<mailto:kf2006@att.com>]

Sent: Wednesday, September 19, 2007 2:43 PM

To: Hicks, Thomas; Ballesteros, Rebecca; Lockett, Colleen

Subject: RE: Confidential - Intrado-AT&T 251 Call Request

Importance: High

All,

Please see the attached letter that was mailed to Intrado today. Prior to my scheduling a "negotiations" conference call, please respond in writing to this letter.

Thank you,

Karon

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Karon Ferguson
AT&T Wholesale-Contract Negotiations
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675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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Tom Hicks, ENP

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Email: thomas.hicks@intrado.com <<mailto:thomas.hicks@intrado.com>>

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intrado

September 23, 2007

Thomas W. Hicks
Intrado Communications Inc.
1601 Dry Creek Dr.
Longmont, Colorado 80503
Tel: (972) 772-5883
Email: thomas.hicks@intrado.com

Eddie A. Reed, Jr.
Director-Contract Management
AT&T Wholesale Customer Care
AT&T Inc.
311 S. Akard, Room 940-01
Dallas, TX 75202

RE: Request of Intrado Communications Inc. ("Intrado") to initiate negotiations under
Section 251 of the Act

Dear Mr. Reed:

Intrado Communications Inc. ("Intrado Comm") is in receipt of your correspondence dated September 19, 2007, that was forward via e-mail from Ms. Karon Ferguson. As evidenced by the attached Orders from the state commissions of Illinois and California, Intrado Comm was granted interconnection with AT&T.

Specifically to your request as to whether Intrado Comm provides "exchange access" or "exchange access services," please review the Final Arbitrator's Report from the State of California Public Utilities Commission at pages 16 and 17, which states:

SCC is Seeking Interconnection for Telephone Exchange Service

I find that SCC can seek interconnection because it meets the definition of "telephone exchange service." SCC meets this definition because it enables subscribers to "intercommunicate" within a telephone exchange. . . .

I disagree with Pacific that SCC is not a carrier because it does not provide dial tone and because it does not have assigned NPA NXX's. . . . The definitions in the 1996 Act of "telecommunications" and "telecommunications carrier" do not include a requirement that a carrier have its own NPA NXX's or provide dial-tone.

Indeed, Intrado Comm and AT&T continued negotiations on your multi-state interconnection agreement through 2003. The negotiator assigned to Intrado Comm at that time was Ron Hill. Intrado Comm's regulatory counsel placed a call to Mr. Hill during June 2007 to inform him of Intrado Comm's desire to complete the multi-state agreement. He did not return our call.

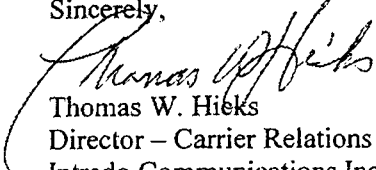
Colorado Office
1601 Dry Creek Drive, Longmont, CO 80503
phone 720.494.5800 fax 720.494.6600
www.intrado.com

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intrado

Intrado Comm looks forward to begin negotiations to address our interconnection needs with you and your team. **Intrado Comm's next generation 9-1-1 architecture provides the public safety community with additional capabilities and enhancements in addition to SafetyNet product.**

Sincerely,


Thomas W. Hieks
Director – Carrier Relations
Intrado Communications Inc.

cc: Anna Hastings
Karon Ferguson
Mike Cancelor
Darold Whitmer

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Colorado Office
1501 Dry Creek Drive, Longmont, CO 80503
phone 720.494.5800 fax 720.494.6600
www.intrado.com

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

SCC Communications Corp.	:	
	:	
Petition of SCC Communications Corp.	:	01-0308
for review of an Arbitrated Interconnection	:	
Agreement.	:	

ORDER

By the Commission:

I. PROCEDURAL HISTORY

This docket arises from an arbitration proceeding involving SCC Communications Corp. ("SCC") and Illinois Bell Telephone Company d/b/a Ameritech Illinois ("Ameritech Illinois"). On March 21, 2001, the Commission issued an arbitration decision in *In the Matter of the Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.*, Docket No. 00-0769 (March 21, 2001) ("Arbitration Decision").) On April 9, 2001, pursuant to Section 252(e) of the Telecommunications Act of 1996 ("Act"), SCC initiated this docket by filing with the Commission a unilaterally proposed interconnection agreement consistent with its interpretation of the Arbitration Decision and a petition for review of that agreement ("Original Petition"). Also on April 9, 2001, Ameritech Illinois filed a motion in Docket No. 00-0769 requesting a two-week extension of the filing deadline set forth in the Arbitration Decision (until April 23, 2001).

On April 25, 2001, the parties filed the signed Agreement ("Agreement") in this docket, along with a Joint Petition for Review of an Arbitrated Interconnection Agreement ("Joint Petition"). On May 8, 2001 Ameritech Illinois filed a motion in Docket No. 00-0769 requesting a nunc pro tunc extension of the filing deadline set forth in the Arbitration Decision, from April 23 until April 25, 2001. In the Joint Petition, the parties represent that the Agreement consists of: (1) terms and conditions upon which the parties agreed without the aid of arbitration; and (2) terms and conditions that the parties believe faithfully reflect the Commission's determinations in the Arbitration Decision. The parties asked the Commission to review the Agreement pursuant to section 252(e) of the Act.

DECLASSIFIED

Pursuant to notice given in accordance with the law and the rules and regulations of the Commission, on April 18, 2001, this matter came before duly authorized Hearing Examiners of the Commission for a pre-decisional conference at the Commission's offices in Chicago, Illinois. The parties were represented by counsel at the hearing. At the hearing, the Hearing Examiner adopted a procedural schedule.

Pursuant to notice given in accordance with the law and the rules and regulations of the Commission, on April 27, 2001, this matter came before duly authorized Hearing Examiners of the Commission for a status conference at the Commission's offices in Chicago, Illinois. The parties were represented by counsel at the hearing. At the hearing, SCC agreed to withdraw without prejudice its Original Petition and related comments, and Ameritech Illinois agreed to withdraw without prejudice its previously filed motion to strike SCC's comments. The parties subsequently withdrew those documents. Also at the hearing, the Hearing Examiner modified the procedural schedule to permit the parties until May 4, 2001 to file comments regarding the Agreement. SCC filed comments on May 4, 2001. Ameritech Illinois had previously filed comments on April 26, 2001. Staff also filed comments on May 4, 2001, regarding the agreement.

II. AMERITECH'S POSITION

The purpose of this proceeding is to determine whether or not the arbitrated portions of the agreement should be approved by the Commission. Pursuant to 83 Ill. Adm. Code 762.110, Ameritech filed comments opposing the approval of the agreement.

Ameritech's comments reiterate arguments it made during the arbitration process which were rejected by the Commission. Ameritech argues first, that SCC is not a telecommunications carrier entitled to interconnection under the 1996 Act. Ameritech also argues that: 1) the rules and procedures for advanced services should be set out in a separate DSL Appendix to the agreement; 2) that pricing for 911 related services should be determined by special access tariffs or the Bona Fide Request Process rather than unbundled access; 3) that the language that unbundled access to network elements shall be provided "as required by applicable law" is vague and redundant.

III. SCC'S POSITION

SCC contends that Agreement as determined by the Commission comports with the requirements of the Act and the associated regulations prescribed by the FCC. It asserts that the Agreement complies with the Arbitration Decision; thus, it also complies with the requirements of the Act and the FCC's regulations. SCC also asserts that the Agreement is not discriminatory and consistent with the public interest, convenience, and necessity.

IV. STAFF'S POSITION

Staff supported the Agreement in its Comments. Staff argued that the Agreement as filed comported with the Commission's determinations in Docket No. 00-0769. Staff also opposed Ameritech's arguments that the Agreement should not be adopted on the basis that SCC is not a telecommunications carrier. The Commission already considered that question and ruled against Ameritech in Docket No. 00-0769.

V. COMMISSION'S ANALYSIS AND CONCLUSION

Interconnection agreements entered into under the Act must meet the standards set forth in Section 252(e)(2). Specifically, arbitrated portions of an interconnection agreement must be approved unless they "[do] not meet the requirements of section 251, including the regulations prescribed by the [Federal Communications] Commission pursuant to section 251, or the [pricing] standards set forth in subsection (d) of section 252," and the negotiated portions of an interconnection agreement must be approved unless the Commission finds that they are discriminatory or inconsistent with the public interest, convenience, and necessity.

The Commission finds that the Agreement meets the requirements of Section 251 and 252 of the Act and the associated regulations prescribed by the FCC. The Commission finds that the Agreement is not discriminatory and is consistent with the public interest, convenience, and necessity. The Commission, therefore, finds that the Agreement satisfies the Act's requirements and the regulations of the FCC and this Commission.

Ameritech Illinois' comments ask the Commission to reject the interconnection agreement filed by SCC. Ameritech Illinois bases its comments on arguments raised numerous times in motions and in its briefs in Docket No. 00-0769. The Commission rejected those arguments in that Docket where they were properly raised. We reject them again here. Those arguments are not within the scope of the determinations under Section 252 (e) (2) and Section 251 that the Commission must make in this proceeding.

VI. Findings and Ordering Paragraphs

The Commission, having considered the entire record herein, is of the opinion and finds that:

- (1) SCC and Ameritech Illinois are telecommunications carriers as defined in Section 13-202 of the Public Utilities Act (220 ILCS 5/1-101 *et seq.*), that provide telecommunications services as defined in Section 13-203 of the Public Utilities Act;

- (2) the Commission has jurisdiction of the parties hereto and the subject matter hereof;
- (3) the facts recited and conclusions reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact and law;
- (4) the arbitrated portions of the interconnection agreement submitted by the parties comply with the requirements of section 251 of the Act and the associated regulations prescribed by the FCC;
- (5) the negotiated portions of the interconnection agreement submitted by the parties do not discriminate against a telecommunications carrier not a party to the interconnection agreement and are not contrary to the public interest, convenience, and necessity.
- (6) in order to assure that the Agreement is in the public interest, Ameritech Illinois should implement the Agreement by filing a verified statement with the Chief Clerk of the Commission, within five (5) days of approval by the Commission, that the approved agreement is the same as the Agreement filed in this docket with the verified petition. The Chief Clerk shall place the Agreement on the Commission's web site under Interconnection Agreements;
- (7) Ameritech Illinois should also place replacement sheets in its tariffs at the following location: Ill.C.C. No. 21 Section 19.15;
- (8) approval of the Agreement does not have any precedential effect on any future negotiated agreements or Commission Orders.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the arbitrated portions of the interconnection agreement between SCC Communications Corp. and Illinois Bell Telephone Company d/b/a Ameritech Illinois are approved pursuant to Section 252(e) of the Telecommunications Act of 1996.

IT IS FURTHER ORDERED that the negotiated portions of the interconnection agreement between SCC Communications Corp. and Illinois Bell Telephone Company d/b/a Ameritech Illinois are approved pursuant to Section 252(e) of the Telecommunications Act of 1996.

IT IS FURTHER ORDERED that the Chief Clerk of the Commission is directed to make a docket entry in Docket 00-0769 stating that the Commission has granted Ameritech's May 8, 2001 Motion for Extension of the Filing Deadline set forth in the Arbitration Decision in this Order.

IT IS FURTHER ORDERED that Ameritech Illinois shall comply with findings (6) and (7) of this Order within five days of the date of this Order.

IT IS FURTHER ORDERED that this Order is final; it is not subject to the Administrative Review Law.

By Order of the Commission this 23rd day of May, 2001.

Chairman

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Petition of SCC
Communications Corp. for Arbitration Pursuant
to Section 252(b) of the Telecommunications Act
of 1996 to Establish an Interconnection
Agreement with SBC Communications Inc.

Application 00-12-025
(Filed December 20, 2000)

FINAL ARBITRATOR'S REPORT

I. Background

On December 20, 2000, SCC Communications Corporation (SCC)¹ filed a petition for arbitration of an interconnection agreement (ICA or agreement) with SBC Communications Inc. (SBC) pursuant to Section 252(b) of the Telecommunications Act of 1996 (Act) and the Commission's Arbitration Rules set forth in Resolution ALJ-181.²

On March 27, 2000, SCC requested that SBC enter into negotiations for an ICA in Texas. SCC later decided to pursue a multi-state interconnection agreement with SBC, which would include interconnection with SBC's

¹ At the hearing on this matter, SCC disclosed that it has since changed its name to Intrado. To avoid confusion, I will continue to refer to the applicant by the name of SCC under which it filed the application.

² Resolution ALJ-181, adopted October 5, 2000, sets forth "Revised Rules Governing Filings Made Pursuant to the Telecommunications Act of 1996."

subsidiary, Pacific Bell Telephone Company (Pacific) in California.³ The parties continued to engage in negotiations from March 2000 to December 2000, and agreed to extend the deadline for filing a petition of arbitration.⁴ I find that SCC's application and request for arbitration was timely filed.

In its filings in this petition for arbitration, SCC states that it provides competitive telecommunications services in 19 states and the District of Columbia, and it has applications pending to provide telecommunications services in 13 other states, including California.⁵ SCC states that its services facilitate, enhance, and advance the provision of emergency services by aggregating and transporting traditional and non-traditional emergency call traffic from end users of wireline, wireless, and telematics⁶ service providers.

³ In its motion and response, Pacific notes that it, and not its parent company SBC, is the appropriate party with which a requesting telecommunications carrier may seek interconnection in the state of California. Consequently, the arbitrator's report will hereinafter refer to Pacific rather than SBC.

⁴ Attachment 29 of the Application (A.) 00-12-025 contains a memorandum of understanding between the parties that extends the deadline for filing for arbitration to December 5, 2000. SCC's petition for arbitration was submitted to the Commission on December 4, 2000 but was not formally accepted until December 20, 2000 because SCC was required to file a certificate of public convenience and necessity (CPCN) application in order to request arbitration in California per Commission rules. SCC's CPCN application was filed on December 15, 2000.

⁵ In A.00-12-016, SCC requests a CPCN to provide facilities-based and resold local exchange services in California. That application is currently pending.

⁶ According to SCC, "telematics" devices combine electronic sensors, wireless communications technologies, and/or location determination technologies. Typically, these devices are supported by a call center operated by a telematics service provider that provides concierge type services such as driving directions, reservations and roadside assistance. (See Direct Testimony of Cynthia Clugy (Exhibit 1), pg. 13-14.) Telematics service providers include On Star and AAA Response. (SCC Brief, 7/5/01, pg. 4.)

SCC delivers 9-1-1 calls and other emergency call traffic to incumbent local exchange carriers' Selective Routing Tandems for transport to the appropriate Public Safety Answering Point (PSAP).

SCC does not currently have an ICA with Pacific. The petition for arbitration lists numerous unresolved issues arising during the negotiations between SCC and Pacific.

On December 27, 2000, Pacific filed a motion to dismiss the petition for lack of jurisdiction. Pacific claims that SCC is not a "telecommunications carrier" as set forth in Section 153(44) of the Act, and is therefore not entitled to invoke a state utility commission's jurisdiction to arbitrate interconnection agreements. SCC responded in opposition to this motion on January 9, 2001. Pacific filed a reply to SCC's opposition on January 16, 2001.

According to the Commission's arbitration rules, a response to the petition for arbitration is due 25 days after the filing of the arbitration request. The assigned arbitrator, ALJ Jones, suspended the filing of a response to SCC's petition for arbitration until the Commission acted on Pacific's motion to dismiss. On January 17, 2001, the petition for arbitration was reassigned from ALJ Jones to ALJ Duda. At the same time, the parties requested a continuance of the matter for several weeks so they could engage in settlement discussions.

Because the parties were not able to resolve all of their disputed issues, ALJ Duda proceeded to review the case and issued a ruling on April 25, 2001 denying Pacific's motion for dismissal. The ruling stated that if SCC's contentions regarding the nature of its service offerings could be supported by evidence submitted at an arbitration hearing, then SCC would be considered a

"telecommunications carrier" under the Act and could request interconnection. The ruling also set a further schedule for the arbitration.⁷

SCC filed testimony in support of its arbitration request on May 8, 2001. Pacific filed a response and its testimony on June 4, 2001. The response indicated that despite their continued disagreement over whether SCC is a "telecommunications carrier" entitled to interconnection, the parties had continued to negotiate their other unresolved issues and had reached resolution on each of the substantive issues raised in the arbitration request. Thus, the threshold issue of jurisdiction raised by Pacific's motion to dismiss is the only issue remaining for decision in this arbitration. Despite disagreement on the threshold issue, Pacific attached to its response the parties' proposed ICA should the Commission conclude that SCC is a telecommunications carrier entitled to request interconnection.⁸

An initial arbitration meeting was held on June 11, 2001 and an arbitration hearing was held on June 27, 2001. Parties filed briefs on July 5, 2001 and reply briefs on July 10, 2001.

II. Pacific's Position

In its motion to dismiss, Pacific states that only "telecommunications carriers" may seek arbitration under the Act. Pacific provides the following definitions from the Telecommunications Act of 1996 (1996 Act) regarding what constitutes a "telecommunications carrier:"

⁷ The parties stipulated to extend the time period for the Commission to resolve this arbitration through September 20, 2001.

⁸ On June 26, 2001, Pacific amended its response with a corrected copy of the parties' proposed agreement.

The term "telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.⁹

The term "telecommunications carrier" means any provider of telecommunications services, except that such term does not include aggregators¹⁰ of telecommunications services (as defined in section 226 of this title).¹¹

The term "telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.¹²

The term "telephone exchange service" means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.¹³

⁹ 47 U.S.C. §153(43).

¹⁰ 47 U.S.C. §226 (Section 226) states in relevant part that "the term 'aggregator' means any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services."

¹¹ 47 U.S.C. §153(44).

¹² 47 U.S.C. §153(46).

¹³ 47 U.S.C. §153(47).

Pacific argues throughout its filings that SCC is not a competitive carrier in the local exchange market, but rather a provider of database services for the selective routing of 9-1-1 calls. First, Pacific asserts that SCC's services do not meet the definition of "telecommunications" in Section 153(43). Pacific claims that SCC does not provide a telecommunications service because the functions it performs, namely creating and updating selective routing data and providing "Automatic Location Information" (ALI),¹⁴ are defined by the FCC as "adjunct services." Moreover, Pacific claims that SCC's services are not telecommunications because the user does not specify the point of transmission and SCC changes the form and content of the information sent. Pacific contends that since SCC's Coordinate Routing Database (CRDB) routes calls to the appropriate PSAP, the points of transmission are not specified by the user as required in the definition of "telecommunications." In addition, Pacific claims that SCC adds dynamic location information to the 9-1-1 call and thus changes the form or content of the information sent.

Second, Pacific claims that SCC is not providing a "telecommunications service" as defined in Section 153(46) because it does not directly serve the public. Pacific argues that service to wireline and wireless service providers, telematics providers, and governmental agencies does not constitute service directly to "the public" because these entities are not end-users. Pacific argues that the person actually making the emergency call has no relationship with, and pays nothing to, SCC. Further, Pacific contends that SCC's tariff does not quote any specific price but merely notes that prices will be set on an "individual case

¹⁴ ALI is subscriber information that is transmitted to the PSAP over a dedicated data circuit, in a separate transmission from the voice portion of a 9-1-1 call.

basis." Pacific claims that service under customer-specific contracts means SCC is not offering service indiscriminately to the public.

In Pacific's view, SCC sells wholesale services to other carriers and service providers who are not the end users. Therefore, it is not serving the public directly. Pacific supports this contention by asserting that the FCC made a similar finding that a carrier was not a telecommunications carrier because it provided wholesale services.¹⁵ Pacific also claims that holdings of the FCC order it cites were affirmed on appeal to the D.C. Circuit of the United States Court of Appeals.¹⁶

Third, Pacific claims that SCC cannot request arbitration because it is not seeking interconnection. Interconnection is, by definition, "for the transmission and routing of telephone exchange service and exchange access."¹⁷ According to Pacific, SCC provides selective routing information services but not telephone exchange service as defined in Section 153(47). Pacific notes that the FCC defines interconnection as the "linking of two networks for the mutual exchange of traffic."¹⁸ Pacific claims that SCC is incapable of originating or terminating traffic that can be exchanged with Pacific, hence there is no mutual exchange of traffic between Pacific's network and SCC's. In Pacific's view, SCC does not originate calls because it does not provide the dial tone to the caller and SCC does not terminate any calls because Pacific terminates the call to the PSAP. Further,

¹⁵ See Re AT&T Submarine Systems, Inc., 13 FCC Rcd. 21,585 (rel. Oct. 9, 1998).

¹⁶ See Virgin Islands Tel. Corp. v. FCC, (hereinafter Virgin Islands) 198 F.3d 921.

¹⁷ See 47 U.S.C. §251(c)(2).

¹⁸ 47 CFR 51.5.

SCC's customers cannot exchange calls with one another because SCC does not have assigned NPA-NXX numbers.¹⁹

Fourth, Pacific contends that SCC is a "go between" entity that simply aggregates 9-1-1 calls from other service providers and delivers them to Pacific's 9-1-1 Selective Routing Tandem. In Pacific's view, SCC is merely a vendor of services to the telecommunications industry that contracts with carriers and other service providers to perform one of their obligations. To support this contention, Pacific provides statements that SCC has made in other jurisdictions that it is not a telecommunications carrier. Specifically, Pacific's motion to dismiss cites a SCC brief filed before the Texas Public Utility Commission in 1999 that stated, "SCC is not a telecommunications carrier."²⁰ At hearing, Pacific submitted as evidence a document of the Montana Public Service Commission (PSC) that contains the statement that "SCC is not a local exchange provider and is not requesting authorization to provide local exchange service."²¹ Pacific also notes that SCC has told Pacific's parent, SBC, that SCC's SafetyNet service is not in competition with SBC.²²

In summary, Pacific states that only "telecommunications carriers" are entitled to arbitration under the Act and that SCC has not established that it

¹⁹ "NPA-NXX" refers to the six-digit area code/central office code designation for identifying numbering resources for routing and billing purposes under the North American Numbering Plan. The "NPA" is a three-digit code (also known as an "area code") identifying a "numbering plan area" and the NXX refers to the three-digit central office code that identifies blocks of 10,000 line numbers by rate center.

²⁰ See Pacific's Motion to Dismiss Petition for Arbitration, December 27, 2000, pg. 10.

²¹ See Exhibit 101.

²² See Exhibit C-2, Attachment F.

meets the definition of a telecommunications carrier. In Pacific's view, therefore, SCC is not entitled to obtain interconnection at prices based on cost.²³ While SCC claims it requires interconnection with Pacific to provide its end users with emergency services, Pacific argues that the fact that SCC will need to have a connection with Pacific's network does not automatically qualify SCC as a telecommunications carrier. According to Pacific, SCC can obtain the services it needs through Pacific's tariffed offerings or special contracts. Pacific states that it continues to negotiate with SCC concerning its request for services from Pacific and it intends to serve SCC as it would any other customer, through tariffs or negotiated contracts.

III. SCC's Position

SCC claims that Pacific lacks a full understanding of SCC's services and that its "9-1-1 SafetyNet" (SafetyNet)²⁴ service qualifies as "telecommunications" under the definitions in the 1996 Act. According to SCC, it offers several distinct services. One of SCC's services performs selective routing database management, which handles call routing data for delivery of 9-1-1 calls. SafetyNet, on the other hand, is a separate service that SCC characterizes as a telecommunications service.²⁵

²³ Interconnection Agreements set prices based on "total element long run incremental cost," or TELRIC.

²⁴ SCC clarifies that while it currently "offers" SafetyNet, it needs interconnection before it can physically provide the service in California and other states. (Hearing Transcript (Tr.) at 50.)

²⁵ SCC explains that selective routing is a subset of SafetyNet because SafetyNet uses a selective routing database to route a 9-1-1 call over SCC's network. (Tr. at 48-49.)

Under SafetyNet, SCC aggregates and transports 9-1-1 and emergency calls from SCC's customers to Pacific's 9-1-1 Selective Routing Tandem for ultimate transmission to the PSAP. SCC transports the caller's voice as well as data including Automatic Number Identification (ANI) and Automatic Location Information (ALI).²⁶ To transport the voice and data portions of these calls, SCC's Emergency Call Network consists of switches, transport, SS7 links, call management hardware and software, and trunking terminations at Pacific's Selective Routing Tandems.²⁷ SCC contends that although it can provide selective routing database management services without interconnection to Pacific, it needs interconnection with Pacific in order to provide its SafetyNet service.

In contrast to Pacific's arguments, SCC alleges that it meets the definitions provided in the 1996 Act to qualify it as a telecommunications carrier. First, SCC claims that it meets the requirements of Section 153(43) to provide transmission between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information. SCC maintains that end users specify the points of transmission for their emergency calls by dialing the 9-1-1 digits. SCC claims it then aggregates and transports the voice and data elements of the 9-1-1 call without altering the form or content of the information.

Second, SCC contends that it is a telecommunications carrier under Section 153(46) because it offers its service "for a fee directly ...to the public."

²⁶ The ALI is transmitted in a separate transmission initiated by the PSAP when it receives the voice portion of a 9-1-1 call and ANI.

²⁷ Exhibit 1, pg. 10-11.

The "public" SCC contends it serves includes governments and municipalities,²⁸ telematics service providers, and Private Branch Exchange (PBX) customers.²⁹ SCC considers telematics service providers and PBX customers as business end users. SCC also considers government entities to form a subsection of the public. SCC disagrees that individual customer contracts constitute price discrimination and notes that Pacific routinely offers service based on customer specific contracts. SCC does not see a problem with end users not paying SCC for service since 9-1-1 calls are always free to end users.

According to SCC, sales to wireline and wireless carriers on a common carrier basis constitute sales to the public despite Pacific's arguments that service must be directly to end users and that wholesale service cannot be a telecommunications service. SCC rebuts Pacific on this point by stating that a provider of telecommunications on a common carrier basis is a telecommunications carrier, and that the definition of "common carrier" can include wholesale services to other carriers.³⁰ SCC states that it meets the applicable test for common carriage, as set forth in National Association of Regulatory Utility Commissioners v. FCC,³¹ because it makes capacity available

²⁸ SCC describes that it has made proposals involving 9-1-1 SafetyNet to the State of California and the State of New Hampshire, and that it offers services to state and local government entities wishing to procure competitive 9-1-1 services. (See Exhibit 1, pg. 13.)

²⁹ Exhibit 1, pg. 12.

³⁰ SCC cites the same case that Pacific relies on, namely Virgin Islands. SCC claims that this case specifically rejects a wholesale/retail distinction as a basis for determining whether a provider of telecommunications is a telecommunications carrier under the Act. SCC also claims that the decision holds that a telecommunications carrier is essentially the same as a common carrier (Virgin Islands, 198 F.3d at 929).

³¹ 525 F.2d 630 (D.C. Cir. 1976) (hereinafter NARUC I).

to the public indiscriminately. The fact that SCC provides common carrier service to other carriers on a wholesale basis does not mean it is not a telecommunications carrier.³² SCC provided its proposed California tariffs and tariffs from another state as evidence that it does not discriminate in offering its services and that service is provided for a fee.³³

Third, SCC claims that it is requesting interconnection because it provides "telephone exchange service," as defined in Section 153(47). SCC asserts that it transports 9-1-1 calls "within a telephone exchange," through the use of its transport and switching facilities. In SCC's view, SafetyNet is comparable to telephone exchange service because it allows SCC's subscribers (whether they are wireline or wireless carriers, telematics providers, or PBX customers) to originate and terminate 9-1-1 calls for their end users.³⁴ SCC states that it terminates 9-1-1 calls just as any other competitive local carrier (CLC) operating in Pacific's territory terminates such traffic. SCC states that where Pacific is the incumbent 9-1-1 services provider, all carriers must terminate 9-1-1 calls at Pacific's selective routing tandems because Pacific owns and controls the selective routing tandems and the trunking from these tandems to the PSAPs.³⁵ SCC also asserts that 9-1-1 calls are inherently local in nature, that is "within a telephone exchange" or "the same exchange area," since traffic almost always terminates at a PSAP that is

³² See SCC Reply Brief, July 10, 2001, pg. 8-9.

³³ See Exhibit 1, Parts P and Q.

³⁴ See Exhibit 1, pg. 17-18. In addition, SCC claims that it facilitates the origination of 9-1-1 calls in the same way that Pacific does when it switches and transports 9-1-1 calls that originate and terminate outside of Pacific's wire center. (See SCC Reply Brief, pg. 17; Tr. at 55.)

³⁵ Tr. at 45.

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geographically proximate to the originating caller. SCC provides network diagrams showing that it provides service over its own network comprised of transmission and switching equipment, SS7 links, call management hardware and software, and trunking terminations.³⁶ SCC claims that all of these features satisfy the definition of "telephone exchange service."

³⁶ See Exhibit C-2, Part A, and Exhibit 1, pg. 10-11.

Further, SCC maintains that SafetyNet meets the definition of telephone exchange service because it allows end users to intercommunicate just like any other caller who dials 9-1-1. SCC states that its service establishes a continuous open communications path that permits the calling and called parties to interact. Although SCC does not provide traditional "dial up" exchange service, SCC claims that the FCC has held that non-traditional means of communicating information within a local area can also qualify as telephone exchange service.³⁷ Thus, SCC contends that its service meets the definition of telephone exchange service.

SCC states that briefs it filed in Texas in 1999 are not relevant because the nature of SCC service offerings has changed since the briefs were filed. Regarding statements to the Montana PSC that it is not a local exchange provider, SCC testified at hearing that it would have been more accurate for it to have stated, "SCC is not seeking to provide local dial tone."³⁸

³⁷ SCC cites Deployment of Wireline Services Offering Advanced Telecommunications Capability, Memorandum Opinion and Order, CC Docket No. 98-147 (rel. Aug. 7, 1998), at paragraph 41.

³⁸ Tr. at 26.

SCC disputes Pacific's statement that SCC could obtain service from Pacific's tariffs. SCC claims that database management services, certain transport facilities, and hardware to support ALI steering³⁹ are all required for its services and are not generally available in Pacific's special access tariff.⁴⁰

SCC asserts that Pacific is collaterally estopped from relitigating issues argued and decided in a prior proceeding. SCC requests the Commission take official notice of a recent arbitration decision of the Illinois Commerce Commission (ICC), in which the ICC concluded that SCC is a telecommunications carrier under the Act. SCC claims that the ICC rejected jurisdictional arguments of Ameritech Illinois that are virtually identical to those raised by Pacific in this arbitration proceeding.

Finally, SCC contends that Pacific's opposition to signing an interconnection agreement with SCC is merely a "thinly-veiled effort to stifle competition."⁴¹ SCC explains that SCC and Pacific have submitted competing proposals to provide the State of California with a statewide wireless 9-1-1 network and SCC will not be able to provide its service without interconnection with Pacific.

IV. Discussion

Based on the testimony and evidence presented, I find that SCC does provide "telecommunications services" and is, therefore, a "telecommunications

³⁹ Witness Clugy testified that "ALI steering" is the ability, using bidirectional protocols, for the ALI node of Pacific to make an inquiry to the ALI node of SCC, to get a dynamically created ALI record for delivery to the PSAP. (Tr. at 40.)

⁴⁰ Tr. at 40-42, and 90.

⁴¹ SCC Opening Brief, pg. 16.

carrier" entitled to interconnection with Pacific. SCC's Emergency Communications Network allows a wireline, wireless, or telematics services provider to connect emergency call traffic to the appropriate selective routing tandem and deliver a voice call with the accompanying data to the 9-1-1 selective routing tandem.

SCC Provides Telecommunications Service

First, SCC service meets the definition of "telecommunications" because the point of transmission for a 9-1-1 call under SafetyNet is specified by the end-user when the 9-1-1 digits are dialed. I do not agree with Pacific that SCC alters the form or content of the 9-1-1 call. SCC does not change the form or content of the voice message or the ANI that accompanies the 9-1-1 call merely by sending additional ALI information over a dedicated data circuit.

Second, SCC offers its services for a fee either directly to the public or to "such classes of users as to be effectively available directly to the public."⁴² I agree that SCC has shown through the tariffs it submitted as evidence that it serves the public directly because it offers service to telematics service providers, PBX operators, and government entities. These entities are all end users and unquestionably, "the public." I agree with SCC that telematics providers are essentially business customers. According to the testimony of SCC's witness Clugy, a telematics end user can press an emergency button on the telematics device to initiate a call to the telematics provider. The telematics provider then sets up through its PBX a call, over SCC dedicated trunks, to the SCC switch for delivery to the appropriate 9-1-1 selective router for delivery to a PSAP.⁴³ I

⁴² 47 U.S.C. §153(46).

⁴³ Tr. at 34-35.

disagree with Pacific that prices set on an individual customer basis prove SCC does not offer service indiscriminately. SCC's tariffs refer to individual contract prices because SCC cannot set prices for its services until it secures interconnection with Pacific. There is no evidence that SCC will treat like customers differently and indeed, Pacific offers customer specific contracts in its own tariffs. I also find that SCC offers its services for a fee since SafetyNet subscribers pay for the services, even though the ultimate end users do not pay for 9-1-1 calls.

I disagree with Pacific's assertion that SCC is not directly serving the public because it is providing wholesale services to other carriers. While I find that both parties have somewhat mischaracterized Virgin Islands to support their views, I agree with SCC's analysis that Virgin Islands rejected the wholesale/retail distinction as a basis for determining whether a carrier is a common carrier and whether a service is "effectively available" to the public. Instead, that order affirmed the FCC's use of the NARUC I test to determine if a provider is a common carrier. I also conclude that Virgin Islands supports SCC's contention that a wholesale provider can still be a common carrier. I agree with SCC's analysis that it is a common carrier under the test set forth in NARUC I because it offers service indiscriminately as shown in its proposed tariffs. Therefore, I disagree with Pacific's assertion that SCC does not serve the public because it offers wholesale service.

SCC is Seeking Interconnection for Telephone Exchange Service

I find that SCC can seek interconnection because it meets the definition of "telephone exchange service." SCC meets this definition because it enables subscribers to "intercommunicate" within a telephone exchange. Using SCC's SafetyNet service, end users of SCC's subscribers are able to originate emergency calls and conduct two-way voice communication with a person at the PSAP.

Essentially, carriers that employ SCC's SafetyNet service originate 9-1-1 calls for their end users and SCC enables its carrier customers to originate these calls. For telematics customers and PBX customers, SCC originates emergency calls. In all of these scenarios, SCC uses its own facilities to carry the traffic from the origination point to Pacific's selective router for termination at the PSAP. SCC enables its customers to terminate 9-1-1 calls just as any other CLCs terminate such calls. This fulfills the requirement to allow origination and termination of calls as set forth in the definition of "telephone exchange service."

I disagree with Pacific that SCC is not a carrier because it does not provide dial tone and because it does not have assigned NPA NXX's. While SCC admitted it does not provide dial tone to end users, SCC's SafetyNet service allows intercommunication over its facilities even though SCC is not the dial tone provider. I find that this entails telephone exchange service for the subset of calls, namely 9-1-1 emergency calls, that SCC handles through its network of switches and transmission equipment. In addition, the definitions in the 1996 Act of "telecommunications" and "telecommunications carrier" do not include a requirement that a carrier have its own NPA NXX's or provide dial-tone.

I do not agree with Pacific that SCC's services are merely "adjunct services." While SCC may perform certain functions that the FCC has defined as adjunct, this is only one of the services that SCC offers. SCC's SafetyNet service entails transportation of 9-1-1 calls over SCC's facilities in order to allow subscribers to originate and terminate 9-1-1 calls. Again, this constitutes a "comparable service" to telephone exchange service as defined in part B of Section 153(47).

I do not agree with Pacific that SCC is an "aggregator" as defined in Section 226. SCC does not fit that definition because it is not making telephones available to the public or transient users of its premises for interstate calls using a

provider of operator services.

I find there is no issue with statements that SCC has made in the past in other jurisdictions, namely Texas and Montana. SCC has justified that its service has changed since its 1999 Texas filings claiming it was not a telecommunications carrier. Further, SCC has adequately clarified the meaning of its statements to the Montana PSC.

Regarding SCC's claims that Pacific is collaterally estopped from relitigating the jurisdictional issue, Pacific responds that the doctrine of collateral estoppel does not apply to an administrative agency's determination of a jurisdictional issue. Pacific does not provide any support for this contention. Nevertheless, I agree with Pacific that it is not collaterally estopped from litigating the issue of whether SCC is a telecommunications carrier in California simply because a similar arbitration was decided in SCC's favor by the ICC. SCC argues that collateral estoppel applies when the issue sought to be precluded is identical to the issue decided in a former proceeding. I have reviewed the ICC arbitration decision and while it decides the issue of whether SCC is a telecommunications carrier in Illinois, I cannot conclude that the facts underlying the ICC's determination are identical to the facts presented here. It is possible that the testimony regarding SCC's service offerings in California constitutes a different set of underlying facts on which this Commission will decide this arbitration. Therefore, I do not agree that Pacific is collaterally estopped from raising its jurisdictional arguments before this Commission. In addition, I will not take official notice of the ICC's arbitration decision issued on March 21, 2001.

SCC also charges that Pacific is thwarting SCC's interconnection efforts purely to stifle competition in 9-1-1 services. I note that SCC's accusations are not supported by any evidence. Indeed, Pacific presented evidence of SCC's own statements to SBC that its service was not in competition with SBC. Furthermore,

SCC's contentions regarding Pacific's motives do not answer the factual and legal question of whether SCC is a telecommunications carrier entitled to interconnection under the act. Therefore, I will not address these accusations because they are beyond the scope of this arbitration.

In summary, while SCC does not intend to offer traditional dial-up telephone services in California, and offers only one portion of what constitutes local exchange service, namely 9-1-1 calls, the fact that it does not offer all the services normally thought of as local exchange does not mean that it is not offering a telecommunications service. The language of the 1996 Act does not limit the definition of telephone exchange services in the manner in which Pacific contends. Providing a 9-1-1 connection, for another carrier or for other customers, is a telecommunications service. SCC offers a service that transports a 9-1-1 call and therefore SCC transmits information of the user's choosing, between or among points specified by the user, as set forth in Section 153(43). SCC facilitates intercommunication among subscribers, within the meaning of Section 153(47), because by transporting the 9-1-1 call to the appropriate PSAP, SCC enables an end user to talk to someone at the PSAP and vice versa. Therefore, SCC is a telecommunications carrier and is entitled to request arbitration of an ICA with Pacific.

V. Comments on Arbitrator's Report

The Draft Arbitrator's Report in this matter was mailed to allow comments by the parties as provided by Rule 3.19 of the Commissions Arbitration Rules. Comments were filed by Pacific and SCC on August 9, 2001. Pacific's comments reiterated its contention that SCC does not offer service indiscriminately and does not originate calls. There were no substantive changes made in response to comments.

O R D E R

IT IS ORDERED that:

1. Within 7 days of adoption of the Final Arbitrator's Report, the parties shall file and serve:

- a. An entire Interconnection Agreement, for Commission approval, that conforms to the decisions of the Final Arbitrator's Report.
- b. A statement which (a) identifies the criteria in the Act and the Commission's Rules (e.g., Rule 4.2.1, Rule 2.18, and 4.2.3 of Resolution ALJ-181) by which the negotiated and arbitrated portions of the Agreement must be tested; (b) states whether the negotiated and arbitrated portions pass or fail those tests; and (c) states whether or not the Agreement should be approved or rejected by the Commission.

Dated August 24, 2001, at San Francisco, California.

/s/ DOROTHY J. DUDA
Dorothy J. Duda, Arbitrator
Administrative Law Judge

CERTIFICATE OF SERVICE

I certify that I have by mail this day served a true copy of the original attached Final Arbitrator's Report on all parties of record in this proceeding or their attorneys of record.

Dated August 24, 2001, at San Francisco, California.

/s/ TERESITA C. GALLARDO
Teresita C. Gallardo

N O T I C E

Parties should notify the Process Office, Public Utilities Commission, 505 Van Ness Avenue, Room 2000, San Francisco, CA 94102, of any change of address to insure that they continue to receive documents. You must indicate the proceeding number on the service list on which your name appears.

The Commission's policy is to schedule hearings (meetings, workshops, etc.) in locations that are accessible to people with disabilities. To verify that a particular location is accessible, call: Calendar Clerk (415) 703-1203.

If specialized accommodations for the disabled are needed, e.g., sign language interpreters, those making the arrangements must call the Public Advisor at (415) 703-2074, TTY 1-866-836-7825 or (415) 703-5282 at least three working days in advance of the event.

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-----Original Message-----

From: Ferguson, Karon [<mailto:kf2006@att.com>]
Sent: Tuesday, September 25, 2007 7:48 AM
To: Hicks, Thomas
Cc: anna.hastings@att.com; Cansler, Michael (Attops)
Subject: RE: Confidential - Intrado-AT&T 251 Call Request

Thank you...I will let you know asap.

Karon

Karon Ferguson
AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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Atlanta, GA 30308

-----Original Message-----

From: Hicks, Thomas [<mailto:Thomas.Hicks@intrado.com>]
Sent: Tuesday, September 25, 2007 8:35 AM
To: Ferguson, Karon
Cc: anna.hastings@att.com; Cansler, Michael (Attops); Hicks, Thomas
Subject: RE: Confidential - Intrado-AT&T 251 Call Request

Karon,

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We would prefer to meet on Monday or Tuesday after 10 Eastern Time, but will make ourselves available at your convenience, any day at any time.

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Atlanta, GA 30308

-----Original Message-----

From: Hicks, Thomas [<mailto:Thomas.Hicks@intrado.com>]

Sent: Sunday, September 23, 2007 3:59 PM

To: Ferguson, Karon

Cc: Hicks, Thomas; anna.hastings@att.com; Cansler, Michael (Attops)

Subject: RE: Confidential - Intrado-AT&T 251 Call Request

Dear Karon,

As Intrado has met your stated requirement to respond to Mr. Reed's correspondence (see my attached response) before establishing a conference call, please plan to join with Intrado to discuss our interconnection needs on September 26 at 10:00 Central Time.

I have also attached a copy of the Illinois Order and the California Report for your distribution to Mr. Reed and others within your company as you deem appropriate.

I look forward to resolving all remaining issues and removing any barriers or impediments to 251/252 interconnection negotiations with your company.

Upon receiving your concurrence with the appointed time, I will forward the conference bridge number and access information. Your expedited reply is greatly appreciated.

Thank you,

Tom Hicks, ENP
Intrado Inc.
Director- Regulatory Affairs
Tel: (972) 772-5883
Mob: (972) 342-4482

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Email: thomas.hicks@intrado.com

-----Original Message-----

From: Ferguson, Karon [<mailto:kf2006@att.com>]
Sent: Wednesday, September 19, 2007 2:43 PM
To: Hicks, Thomas; Ballesteros, Rebecca; Lockett, Colleen
Subject: RE: Confidential - Intrado-AT&T 251 Call Request
Importance: High

All,

Please see the attached letter that was mailed to Intrado today. Prior to my scheduling a "negotiations" conference call, please respond in writing to this letter.

Thank you,
Karon

Karon Ferguson
AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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Atlanta, GA 30308

-----Original Message-----

From: Ferguson, Karon
Sent: Friday, August 31, 2007 1:05 PM
To: 'Thomas.Hicks@intrado.com'
Subject: RE: Confidential - Intrado-AT&T 251 Call Request

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Hello Thomas,

I received your voice mail today requesting a conference call for next week, Labor Day holiday week. I regret that we will be unable to schedule a call for next week.

We are reviewing Intrado's information and will respond asap.

Karon

-----Original Message-----

From: Ferguson, Karon
Sent: Tuesday, August 28, 2007 8:43 AM
To: 'Thomas.Hicks@intrado.com'
Subject: Re: Confidential - Intrado-AT&T 251 Call Request

Thank you Thomas. We are reviewing you information and will schedule a pre-negotiations call asap...K:-)

----- Original Message -----

From: Hicks, Thomas <Thomas.Hicks@intrado.com>
To: Ferguson, Karon
Cc: Hicks, Thomas <Thomas.Hicks@intrado.com>
Sent: Mon Aug 27 12:40:39 2007
Subject: Confidential - Intrado-AT&T 251 Call Request

Dear Karon,

As a result of having entered into agreements in several states with specific 911 controlling authorities to provide Enhanced 911 services (inclusive of selective routing) for AT&T end users, Intrado formally requested AT&T to work with us to negotiate a footprint wide 251 agreement for interconnection. Accordingly, AT&T initially provided Intrado the AT&T 13-State Agreement for review, and you indicated when we spoke last week that you would be forwarding me your 9-state agreement covering your southeast region states.

You also asked that I provide additional information about our service needs and discussion topics before appointing a time to conduct an introduction and general discussion conference call with us. To that end, please consider the following comments as being offered to satisfy

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this requirement and feel free to contact me directly if clarification is needed.

* Intrado Communications Inc. (Intrado Comm) is currently certificated in most AT&T-served states, with the most recent being Mississippi. We anticipate obtaining certification in Ohio and Texas before the end of September and in Louisiana and Arkansas before year end.

* Intrado Comm plans to provide IP-based Next Generation E911 network services throughout much of AT&T's serving areas, and will be deploying secured emergency network technology capable of interfacing with existing TDM legacy networks, as well as seamless interoperability with legacy CPE PSAP-based apparatus.

* Because Intrado does not currently purchase physical transport facilities (i.e. fiber optics, copper, radio, etc.) typically required to interconnect the Intrado Comm 911 network components, Intrado will need to order select interconnection services from AT&T or other providers to interconnect the network elements of Intrado's selective routing system with public safety locations. Such interconnection may include both special access and UNE loops.

* Given the nature of wireless call routing and the potential need to transfer wireless 911 calls between selective routing networks with ALI, there will be requirements for cooperative interconnection arrangements between AT&T's 911 tandems and Intrado Comm's 911 selective routing systems. Inter-selective routing trunking will likely be necessary in both directions so that AT&T-served PSAPs and Intrado Comm-served PSAPs may transfer calls in either direction. This interoperability may be similar to those functions AT&T currently perform for Denton County, Texas.

* Intrado may also need to arrange for collocation within AT&T's end offices where cost savings may be realized and passed on to the 911 controlling authorities subscribing to our services.

* Where Intrado Comm has been designated as the 911 network service provider by a 911 controlling authority AND where AT&T end users are to be served by Intrado-served PSAPs, AT&T will need to provide the translations and interconnecting facilities to Intrado's point of interface (POI) for those end offices. AT&T performs in this manner today where other ILECs are providing E911 selective routing and ALI services.

For our initial call I would suggest we use the following list of topics as an agenda for the call, but we are willing to include other topics you may wish to discuss.

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1. Introductions
2. Brief Background on Intrado Comm
3. Briefly Discuss past arbitrated agreements and interconnection between AT&T and Intrado, and how those agreements may be included (CA & IL).
4. Timing and immediate locations to be served by Intrado Comm
5. The importance of interoperability for wireless call transfers between AT&T and Intrado Comm
6. The importance of AT&T end termination to the Intrado Comm 911 network to enable AT&T end users to reach Intrado Comm-served PSAPs.
7. The importance of ALI node interconnection for purposes of No Record Found steering (as performed in TX & CA)
8. The importance of mirroring pANI steering table entries (as performed in TX & CA)
9. Distinctions and reasons to negotiate two separate agreements with the same company and alternatives available.

As previously indicated, my attorney and I would like to have the call early next week if possible. I have also attached a high level diagram that may aid us in our discussion. Please let me know if additional information is necessary to obtain your agreement to participate on a call.

Thank you,

Tom Hicks, ENP

Intrado Inc.

Director- Carrier Relations

Tel: (972) 772-5883

Mob: (972) 342-4482

Email: thomas.hicks@intrado.com <<mailto:thomas.hicks@intrado.com>>

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barriers or impediments to 251/252 interconnection negotiations with your company.

Upon receiving your concurrence with the appointed time, I will forward the conference bridge number and access information. Your expedited reply is greatly appreciated.

Thank you,

Tom Hicks, ENP
Intrado Inc.
Director- Regulatory Affairs
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

-----Original Message-----

From: Ferguson, Karon [<mailto:kf2006@att.com>]
Sent: Wednesday, September 19, 2007 2:43 PM
To: Hicks, Thomas; Ballesteros, Rebecca; Lockett, Colleen
Subject: RE: Confidential - Intrado-AT&T 251 Call Request
Importance: High

All,

Please see the attached letter that was mailed to Intrado today. Prior to my scheduling a "negotiations" conference call, please respond in writing to this letter.

Thank you,
Karon

Karon Ferguson
AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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Atlanta, GA 30308

-----Original Message-----

From: Ferguson, Karon
Sent: Friday, August 31, 2007 1:05 PM
To: 'Thomas.Hicks@intrado.com'
Subject: RE: Confidential - Intrado-AT&T 251 Call Request

Hello Thomas,

I received your voice mail today requesting a conference call for next week, Labor Day holiday week. I regret that we will be unable to schedule a call for next week.

We are reviewing Intrado's information and will respond asap.

Karon

-----Original Message-----

From: Ferguson, Karon
Sent: Tuesday, August 28, 2007 8:43 AM
To: 'Thomas.Hicks@intrado.com'
Subject: Re: Confidential - Intrado-AT&T 251 Call Request

Thank you Thomas. We are reviewing you information and will schedule a pre-negotiations call asap...K:-)

----- Original Message -----

From: Hicks, Thomas <Thomas.Hicks@intrado.com>
To: Ferguson, Karon
Cc: Hicks, Thomas <Thomas.Hicks@intrado.com>
Sent: Mon Aug 27 12:40:39 2007
Subject: Confidential - Intrado-AT&T 251 Call Request

Dear Karon,

As a result of having entered into agreements in several states with

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2011-08-01

Karon

Karon Ferguson
AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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Atlanta, GA 30308

-----Original Message-----

From: Hicks, Thomas [<mailto:Thomas.Hicks@intrado.com>]
Sent: Sunday, September 23, 2007 3:59 PM
To: Ferguson, Karon
Cc: Hicks, Thomas; anna.hastings@att.com; Cansler, Michael (Attops)
Subject: RE: Confidential - Intrado-AT&T 251 Call Request

Dear Karon,

As Intrado has met your stated requirement to respond to Mr. Reed's correspondence (see my attached response) before establishing a conference call, please plan to join with Intrado to discuss our interconnection needs on September 26 at 10:00 Central Time.

I have also attached a copy of the Illinois Order and the California Report for your distribution to Mr. Reed and others within your company as you deem appropriate.

I look forward to resolving all remaining issues and removing any

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Atlanta, GA 30308

-----Original Message-----

From: Hicks, Thomas [<mailto:Thomas.Hicks@intrado.com>]

Sent: Tuesday, September 25, 2007 8:35 AM

To: Ferguson, Karon

Cc: anna.hastings@att.com; Cansler, Michael (Attops); Hicks, Thomas

Subject: RE: Confidential - Intrado-AT&T 251 Call Request

Karon,

We would prefer to meet on Monday or Tuesday after 10 Eastern Time, but will make ourselves available at your convenience, any day at any time.

Please advise which AT&T personnel will be participating on our first call, so I may arrange for the participation of appropriate Intrado personnel.

Thank you,

Tom Hicks, ENP

Intrado Inc.

Director- Regulatory Affairs

Tel: (972) 772-5883

Mob: (972) 342-4482

Email: thomas.hicks@intrado.com

-----Original Message-----

From: Ferguson, Karon [<mailto:kf2006@att.com>]

Sent: Monday, September 24, 2007 11:57 AM

To: Hicks, Thomas

Cc: anna.hastings@att.com; Cansler, Michael (Attops)

Subject: RE: Confidential - Intrado-AT&T 251 Call Request

Hi Tom,

Thanks so much for your prompt reply.

I regret that the time and date you have suggested is not available for legal, as calendars fill up quickly. I have forwarded the documents attached in your email to legal for review.

Please let me know what dates/times next week are available for Intrado, so that I may coordinate calendars.

Thanks,

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-----Original Message-----

From: Ferguson, Karon [<mailto:kf2006@att.com>]
Sent: Thursday, October 04, 2007 3:37 PM
To: Hicks, Thomas
Cc: anna.hastings@att.com; Cansler, Michael (Attops)
Subject: RE: Confidential - Intrado-AT&T 251 Call Request
Importance: High

Hi Tom,

Please review the attached response to Intrado's letter of September 23rd, also attached. A copy of the letter is being mailed to you.

I look forward to our conference call with you and your team Monday October 8. Have a great weekend...

Karon

Karon Ferguson
AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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-----Original Message-----

From: Hicks, Thomas [<mailto:Thomas.Hicks@intrado.com>]
Sent: Thursday, September 27, 2007 1:23 PM
To: Ferguson, Karon
Cc: anna.hastings@att.com; Cansler, Michael (Attops); Hicks, Thomas
Subject: RE: Confidential - Intrado-AT&T 251 Call Request

Karon,

We look forward to participating on the call at the appointed time. I too will have our attorney and perhaps a couple of members of our product staff on the call.

I sincerely appreciate your setting up the call and look forward to our initial discussions.

Best Regards,

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Tom Hicks, ENP
Intrado Inc.
Director- Regulatory Affairs
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

-----Original Message-----

From: Ferguson, Karon [<mailto:kf2006@att.com>]
Sent: Thursday, September 27, 2007 11:22 AM
To: Hicks, Thomas
Cc: anna.hastings@att.com; Cansler, Michael (Attops)
Subject: RE: Confidential - Intrado-AT&T 251 Call Request

Hi Thomas,

How about Monday October 8, 2pm-3pm EST
Bridge 888 545 8115 Access Code 5296430

We will have a negotiations attorney and product managers on the call.

Thx,
Karon

Karon Ferguson
AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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You also asked that I provide additional information about our service needs and discussion topics before appointing a time to conduct an introduction and general discussion conference call with us. To that end, please consider the following comments as being offered to satisfy this requirement and feel free to contact me directly if clarification is needed.

* Intrado Communications Inc. (Intrado Comm) is currently certificated in most AT&T-served states, with the most recent being Mississippi. We anticipate obtaining certification in Ohio and Texas before the end of September and in Louisiana and Arkansas before year end.

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* Intrado may also need to arrange for collocation within AT&T's end offices where cost savings may be realized and passed on to the 911 controlling authorities subscribing to our services.

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* Where Intrado Comm has been designated as the 911 network service provider by a 911 controlling authority AND where AT&T end users are to be served by Intrado-served PSAPs, AT&T will need to provide the translations and interconnecting facilities to Intrado's point of interface (POI) for those end offices. AT&T performs in this manner today where other ILECs are providing E911 selective routing and ALI services.

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7. The importance of ALI node interconnection for purposes of No Record Found steering (as performed in TX & CA)
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9. Distinctions and reasons to negotiate two separate agreements with the same company and alternatives available.

As previously indicated, my attorney and I would like to have the call early next week if possible. I have also attached a high level diagram that may aid us in our discussion. Please let me know if additional information is necessary to obtain your agreement to participate on a call.

Thank you,

Tom Hicks, ENP

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Intrado Inc.

Director- Carrier Relations

Tel: (972) 772-5883

Mob: (972) 342-4482

Email: thomas.hicks@intrado.com <<mailto:thomas.hicks@intrado.com>>

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Eddie A. Reed, Jr.
Director-Contract Management
AT&T Wholesale Customer Care

AT&T Inc.
311 S. Akard, Room 940.01
Dallas, TX 75202
Fax: 214 464 2006



October 4, 2007

Thomas W. Hicks
Director, Regulatory Affairs
c/o Colleen Lockett
Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

Re: Request of Intrado Communications Inc. ("Intrado") to initiate negotiations under Section 251 of the Act

Dear Mr. Hicks:

I have received your letter responding to AT&T's request seeking verification that Intrado requests interconnection with AT&T for the purposes of transmission and routing of telephone exchange service or exchange access. Unfortunately, your response does not answer AT&T's question but merely points to two arbitration proceedings regarding Intrado's negotiations in California and Illinois. In California, where the arbitrator found that you were a telecommunications carrier that provided telephone exchange services, AT&T entered into an interconnection agreement with Intrado to fulfill its obligations under the arbitrator's award. It is my understanding that you did not seek an agreement in Illinois.

While these proceedings may be of interest to your current request to enter into an ICA with AT&T, they still do not answer the question posed to Intrado, which is do you seek interconnection with AT&T for the transmission and routing of telephone exchange service or exchange access? Please be prepared to give AT&T a direct answer to this question during our call on Monday.

While AT&T is willing to continue to explore Intrado's request for interconnection, its obligation under Section 251(c)(2) is to provide Intrado interconnection only for the transmission and routing of telephone exchange service or exchange access. If Intrado will not be transmitting and routing telephone exchange traffic, exchange access traffic, or both, an interconnection agreement pursuant to Section 251(c) and 252 is not appropriate.

Sincerely,

Eddie A. Reed, Jr.

DECLASSIFIED

intrado

September 23, 2007

Thomas W. Hicks
Intrado Communications Inc.
1601 Dry Creek Dr.
Longmont, Colorado 80503
Tel: (972) 772-5883
Email: thomas.hicks@intrado.com

Eddie A. Reed, Jr.
Director-Contract Management
AT&T Wholesale Customer Care
AT&T Inc.
311 S. Akard, Room 940-01
Dallas, TX 75202

RE: Request of Intrado Communications Inc. ("Intrado") to initiate negotiations under
Section 251 of the Act

Dear Mr. Reed:

Intrado Communications Inc. ("Intrado Comm") is in receipt of your correspondence dated September 19, 2007, that was forward via e-mail from Ms. Karon Ferguson. As evidenced by the attached Orders from the state commissions of Illinois and California, Intrado Comm was granted interconnection with AT&T.

Specifically to your request as to whether Intrado Comm provides "exchange access" or "exchange access services," please review the Final Arbitrator's Report from the State of California Public Utilities Commission at pages 16 and 17, which states:

SCC is Seeking Interconnection for Telephone Exchange Service

I find that SCC can seek interconnection because it meets the definition of "telephone exchange service." SCC meets this definition because it enables subscribers to "intercommunicate" within a telephone exchange. . . .

I disagree with Pacific that SCC is not a carrier because it does not provide dial tone and because it does not have assigned NPA NXX's. . . . The definitions in the 1996 Act of "telecommunications" and "telecommunications carrier" do not include a requirement that a carrier have its own NPA NXX's or provide dial-tone.

Indeed, Intrado Comm and AT&T continued negotiations on your multi-state interconnection agreement through 2003. The negotiator assigned to Intrado Comm at that time was Ron Hill. Intrado Comm's regulatory counsel placed a call to Mr. Hill during June 2007 to inform him of Intrado Comm's desire to complete the multi-state agreement. He did not return our call.

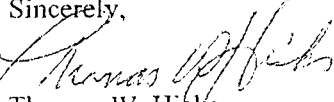
Colorado Office
1601 Dry Creek Drive, Longmont, CO 80503
phone 720.494.5800 fax 720.494.6600
www.intrado.com

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Intrado®

Intrado Comm looks forward to begin negotiations to address our interconnection needs with you and your team. **Intrado Comm's next generation 9-1-1 architecture provides the public safety community with additional capabilities and enhancements in addition to SafetyNet product.**

Sincerely,



Thomas W. Hicks
Director - Carrier Relations
Intrado Communications Inc.

cc: Anna Hastings
Karon Ferguson
Mike Cancelor
Darold Whitmer

Colorado Office

1501 Dry Creek Drive, Longmont, CO 80503

phone 720.494.5800 fax 720.494.6600

www.intrado.com

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From: Hicks, Thomas
Sent: Monday, October 08, 2007 10:40 AM
To: Karon Ferguson (kf2006@att.com)
Cc: Hicks, Thomas
Subject: Intrado - AT&T 251 Call - Today

Karon,

Please pass this along to Mr. Reed (and others that you may deem appropriate) before our call if possible.

Thank You,

Tom

+++++

Dear Mr. Reed,

In response to your question:

"...do you seek interconnection with AT&T for the transmission and routing of telephone exchange service or exchange access?"

The answer is YES. Intrado Comm's services are telecommunications services that facilitate, enhance, and advance the provision of emergency services throughout the United States for end users of wireline and wireless carriers, and Voice over Internet Protocol ("VoIP") providers. Specifically, Intrado Comm's competitive 9-1-1 services permit a Public Safety Answering Point ("PSAP") to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.

Intrado Comm's services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in their networks. These services include 9-1-1 call routing and transfer services which use a call management system to perform the selective routing of an emergency call to the appropriate PSAP, or to hand-off the call to a different 9-1-1 Service Provider, such as an ILEC, for call completion to the appropriate PSAP.

Services we are seeking from AT&T are typically provided in much of your serving territory already, and include:

- Interconnection from AT&T tandems to other selective router systems (AT&T or others) for the purpose of call handoff or transfer.
- Interoperability of AT&T ALI systems with other ALI systems for the purpose of dynamic ALI steering table synchronization and/or No Record Found processing..
- Access to unbundled services for last mile interconnection provided to other ILEC 911 service providers.
- The optional ability to collocate.

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Given these considerations, Intrado Comm believes AT&T is obligated to provide interconnection via Section 251 to Intrado Comm.

Intrado Comm seeks your commitment at the beginning of our call today that AT&T is willing to proceed with Section 251 negotiations?

Thank you,

Tom Hicks, ENP
Intrado Inc.
Director- Regulatory Affairs
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

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From: Hicks, Thomas
Sent: Thursday, October 11, 2007 8:57 AM
To: Ferguson, Karon
Subject: RE: Intrado Edited AT&T 9-State 251 Agreement

See the attached resend that I did at 2:09 my time this morning.

Tom Hicks, ENP
Intrado Inc.
Director-Carrier Relations
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

From: Ferguson, Karon [mailto:kf2006@att.com]
Sent: Thursday, October 11, 2007 8:54 AM
To: Hicks, Thomas
Subject: RE: Intrado Edited AT&T 9-State 251 Agreement

Tom,

You mention 3 sections, yet only provided the GT&C's and Attachment 3. What is the 3rd?

K

Karon Ferguson
AT&T Wholesale-Contract Negotiations

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From: Hicks, Thomas [mailto:Thomas.Hicks@intrado.com]
Sent: Thursday, October 11, 2007 9:51 AM
To: Ferguson, Karon
Cc: Hicks, Thomas
Subject: RE: Intrado Edited AT&T 9-State 251 Agreement

Thank you Karon. I will call you at 3:30 EST then.

I believe those indeed are the only 3 sections we are seeking changes to. As you might expect, you will be seeing similar changes and additions in the 13-State when we return it.

Tom Hicks, ENP
Intrado Inc.
Director-Carrier Relations
Tel: (972) 772-5883

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Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

From: Ferguson, Karon [<mailto:kf2006@att.com>]
Sent: Thursday, October 11, 2007 8:30 AM
To: Hicks, Thomas
Subject: RE: Intrado Edited AT&T 9-State 251 Agreement

Hi Tom,

I will be available this afternoon after 3pEST. I have blocked my calendar for 30mins from 3:30-4:00. Will this work for you?

Also, are these the only attachments in the 9 state agreement you will be red-lining?

Thx,
Karon

Karon Ferguson
AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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Attn: BellSouth Business Markets Wholesale Marketing Communications
Room 8D32
754 Peachtree St. NE
Atlanta, GA 30308

From: Hicks, Thomas [<mailto:Thomas.Hicks@intrado.com>]
Sent: Thursday, October 11, 2007 2:48 AM
To: Ferguson, Karon
Cc: Hicks, Thomas
Subject: Intrado Edited AT&T 9-State 251 Agreement

Karon,

I sincerely appreciate your arranging the call for us this week, and am hopeful that your team found our discussions as beneficial as our team did.

had indicated during that call that I would be forwarding our red lines this week, so please note that I have attached our redlines to select AT&T 9-State 251 agreement sections for your

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negotiation team's review. We have confined our changes to two primary sections of the agreement (i.e. Terms & Conditions and Network Interconnection).

We are still targeting the return of the 13-State redlines before the end of the week, but it will likely be Monday before I will be able to transmit our suggested edits to you.

I would also like to have a brief call with you today if you have some time to briefly discuss the fast approaching close of our arbitration window. Is there a time that would work best for you?

Sincerely

Tom Hicks, ENP
Intrado Inc.
Director-Carrier Relations
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

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Karon,

I sincerely appreciate your arranging the call for us this week, and am hopeful that your team found our discussions as beneficial as our team did.

I had indicated during that call that I would be forwarding our red lines this week, so please note that I have attached our redlines to select AT&T 9-State 251 agreement sections for your negotiation team's review. We have confined our changes to three primary sections of the agreement (i.e. Terms & Conditions, Network Interconnection, and Network Elements).

We are still targeting the return of the 13-State redlines before the end of the week, but it will likely be Monday before I will be able to transmit our suggested edits to you.

I would also like to have a brief call with you today if you have some time to briefly discuss the fast approaching close of our arbitration window. Is there a time that would work best for you?

Sincerely

Tom Hicks, ENP
Intrado Inc.
Director-Carrier Relations
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

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AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, (AT&T), and <<customer_name>> Intrado Communications Inc. (<<customer_short_name>> "Intrado Comm"), a Delaware corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or <<customer_short_name>> Intrado Comm or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, AT&T is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, <<customer_short_name>> Intrado Comm is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, pursuant to Sections 251 and 252 of the Act; <<customer_short_name>> Intrado Comm wishes to purchase certain services from AT&T; and

WHEREAS, the Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (LNP) pursuant to Sections 251 and 252 of the Act as set forth herein; and

WHEREAS, <<customer_short_name>> Intrado Comm wishes to purchase and AT&T wishes to provide other services as described in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements contained herein, AT&T and <<customer_short_name>> Intrado Comm agree as follows:

Definitions [PENDING REVIEW]

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than ten percent (10%).

Commission is defined as the appropriate regulatory agency in each state of AT&T Southeast Region 9-State (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

FCC means the Federal Communications Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1 CLEC Certification

1.1 <<customer_short_name>> Intrado Comm agrees to provide AT&T in writing <<customer_short_name>> Intrado Comm's CLEC or other telecommunications services provider certification from the Commission for all states covered by this Agreement except Kentucky prior to AT&T filing this Agreement with the appropriate Commission for approval. Additionally, <<customer_short_name>> Intrado Comm shall provide to AT&T an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

1.2 To the extent <<customer_short_name>> Intrado Comm is not certified as a CLEC telecommunications services provider in each state covered by this Agreement as of the execution hereof, <<customer_short_name>> Intrado Comm may not purchase services hereunder in that state. <<customer_short_name>> Intrado Comm will notify AT&T in writing and provide CLEC certification from the Commission when it becomes certified to operate in, as well as an effective certification to do business issued by the secretary of state or equivalent authority for, any other state covered by this Agreement. Upon receipt thereof, AT&T will file this Agreement in that state, and <<customer_short_name>> Intrado Comm may purchase services pursuant to this Agreement in that state, subject to

establishing appropriate accounts in the additional state as described in Attachment 7.

- 1.3 Should <<customer_short_name>>Intrado Comm's certification in any state be rescinded or otherwise terminated, AT&T may, at its election, suspend or terminate this Agreement immediately and all monies owed on all outstanding invoices for services provided in that state shall become due, or AT&T may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the term of this Agreement. <<customer_short_name>>Intrado Comm shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2 Term of the Agreement

- 2.1 The initial term of this Agreement shall be five (5) years, beginning on the Effective Date and shall apply to the AT&T Southeast Region 9-State in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred eighty (180) days prior to the expiration of the initial term of this Agreement, the Parties shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. § 252.
- 2.3.1 <<customer_short_name>>Intrado Comm may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then AT&T may terminate this Agreement upon sixty (60) days notice to <<customer_short_name>>Intrado Comm>. In the

event that AT&T terminates this Agreement as provided above, AT&T shall continue to offer services to <<customer_short_name>> Intrado Comm pursuant to the rates, terms and conditions set forth in AT&T's then current standard interconnection agreement. In the event that AT&T's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

- 2.3.2 Notwithstanding Section 2.2 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above and AT&T is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month-to-month basis but shall be deemed terminated as of the expiration date hereof.

- 2.4 If, at any time during the term of this Agreement, AT&T is unable to contact <<customer_short_name>> Intrado Comm pursuant to the Notices provision hereof or any other contact information provided by <<customer_short_name>> Intrado Comm under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to <<customer_short_name>> Intrado Comm pursuant to the Notices section hereof. Furthermore, if after eighteen (18) months following the Effective Date of this Agreement <<customer_short_name>> Intrado Comm has no active services pursuant to this Agreement, AT&T may terminate this Agreement, without any liability to AT&T, upon notification to <<customer_short_name>> Intrado Comm pursuant to the Notices section hereof.

- 2.5 In addition to as otherwise set forth in this Agreement, AT&T reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of AT&T's facilities or service, abuse of AT&T's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due upon written ten (10) days written notice to Intrado Comm. In such event, <<customer_short_name>> Intrado Comm is solely responsible for notifying its customers of any discontinuance of service.

3 Nondiscriminatory Access

When <<customer_short_name>> Intrado Comm purchases Telecommunications Services from AT&T pursuant to Attachment 1 of this Agreement for the purposes of resale to customers, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that AT&T provides to others, including its customers. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by AT&T to <<customer_short_name>> Intrado Comm shall be at least equal to that which AT&T provides to itself and shall be

the same for all Telecommunications carriers requesting access to that Network Element. The quality of the interconnection between the network of AT&T and the network of <<customer_short_name>>Intrado Comm shall be at a level that is equal to that which AT&T provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within AT&T's network and shall extend to a consideration of service quality as perceived by AT&T's customers and service quality as perceived by <<customer_short_name>>Intrado Comm.

4 Court Ordered Requests for Call Detail Records and Other Subscriber Information

4.1 Subpoenas Directed to AT&T. Where AT&T provides resold services for <<customer_short_name>>Intrado Comm, AT&T shall respond to subpoenas and court ordered requests delivered directly to AT&T for the purpose of providing call detail records when the targeted telephone numbers belong to <<customer_short_name>>Intrado Comm customers. Billing for such requests will be generated by AT&T and directed to the law enforcement agency initiating the request. AT&T shall maintain such information for <<customer_short_name>>Intrado Comm customers for the same length of time it maintains such information for its own customers.

4.2 Subpoenas Directed to <<customer_short_name>>Intrado Comm. Where AT&T is providing resold services to <<customer_short_name>>Intrado Comm, then <<customer_short_name>>Intrado Comm agrees that in those cases where <<customer_short_name>>Intrado Comm receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to <<customer_short_name>>Intrado Comm customers, and where <<customer_short_name>>Intrado Comm does not have the requested information, <<customer_short_name>>Intrado Comm will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T for handling in accordance with Section 4.1 above.

4.3 In all other instances, where either Party receives a request for information involving the other Party's customer, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

5 Liability and Indemnification

5.1 <<customer_short_name>>Intrado Comm Liability. In the event that <<customer_short_name>>Intrado Comm consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using <<customer_short_name>>Intrado Comm's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of <<customer_short_name>>Intrado Comm under this Agreement.

- 5.2 Liability for Acts or Omissions of Third Parties. AT&T shall not be liable to <<customer_short_name>>Intrado Comm for any act or omission of another entity providing any services to <<customer_short_name>>Intrado Comm>.
- 5.3 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to <<customer_short_name>>Intrado Comm pursuant to Attachment 9 hereof shall be credited against any damages otherwise payable to <<customer_short_name>>Intrado Comm pursuant to this Agreement.
- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its customers and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall, except to the extent caused by the other Party's gross negligence or willful misconduct, indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 5.3.2 Neither AT&T nor <<customer_short_name>>Intrado Comm shall be liable for damages to the other Party's terminal location, equipment or customer premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 5.3.3 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

5.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

5.4 Indemnification for Certain Claims. Except as otherwise set forth in this Agreement and except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the ~~Party providing services hereunder~~ Parties, ~~its~~ their Affiliates and ~~its~~ their parent companies, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the ~~receiving other~~ Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by any third party (including, but not limited to, a customer of the Party receiving services) arising from the third party's use or reliance on and arising from the Party receiving services use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

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

6 Intellectual Property Rights and Indemnification

6.1 No License. Except as expressly set forth in Section 6.2 below, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

- 6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 6.3 Intellectual Property Remedies
- 6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 above.
- 6.3.2 Claim of Infringement
- 6.3.2.1 In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:
- 6.3.2.2 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 6.3.2.3 obtain a license sufficient to allow such use to continue.
- 6.3.2.4 In the event Sections 6.3.2.2 or 6.3.2.3 above are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

- 6.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 6.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 6.3.5 Dispute Resolution. Any claim arising under Sections 6.1 and 6.2 above shall be excluded from the dispute resolution procedures set forth in Section 8 below and shall be brought in a court of competent jurisdiction.

7 **Proprietary and Confidential Information**

- 7.1 Proprietary and Confidential Information. It may be necessary for AT&T and <<customer short name>>, Intrado Comm each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees consultants, contractors and agents of Recipient or its Affiliates with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipients may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with

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

7.3 Exceptions

7.3.1 Recipient will not have an obligation to protect any portion of the Information which:

7.3.2 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

7.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. § 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing public information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

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

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

7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

8 Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, if it elects to pursue

resolution of the dispute, shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

9 **Taxes**

9.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party

9.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

9.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party

9.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

9.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

9.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not applicable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be applicable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any

proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 9.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 9.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party
- 9.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 9.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed if demonstrated they are owed by the purchasing Party in accordance with applicable tax laws.
- 9.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application of or basis for any such tax or fee, the Parties shall consult with

respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 9.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 9.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 9.5 Additional Provisions Applicable to All Taxes and Fees
- 9.5.1 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

- 9.5.2 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to bring a dispute related to the application or amount of a tax or fee before a regulatory authority.

10 Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by <<customer_short_name>>Intrado Comm, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. The Party affected shall provide notice of the Force Majeure event within a reasonable period of time following such an event.

11 Adoption of Agreements

Pursuant to 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, AT&T shall make available to <<customer_short_name>>Intrado Comm any entire interconnection agreement filed and approved pursuant to 47 U.S.C. § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

- 12.1 If <<customer_short_name>>Intrado Comm changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of <<customer_short_name>>Intrado Comm to notify AT&T of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the Commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, <<customer_short_name>>Intrado Comm shall provide AT&T with any necessary supporting documentation, which may include, but is not limited to, a credit application, Application for Master Account, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN)

for each state as assigned by National Exchange Carrier Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), AT&T's blanket form letter of authority (LOA), Misdirected Number form and a tax exemption certificate.

- 12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

13 Intervening Law

This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 20.1 below ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

14 Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

15 Indivisibility

Subject to Section 15 below [is this Section cited correctly?], the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties

acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by AT&T of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement as set forth in Attachment 4. The Parties further acknowledge that this Agreement is intended to constitute a single transaction and that the obligations of the Parties under this Agreement are interdependent.

16

Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8 above.

17

Non-Waivers

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

18

Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

19

Assignments and Transfers

19.1

Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written ~~consent~~ notice of the other Party shall be void. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that <<customer_short_name>> Intrado Comm or its affiliate is entitled to provide Telecommunications Service. ~~After AT&T's consent, t~~ The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All

obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, <<customer_short_name>> Intrado Comm shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) <<customer_short_name>> Intrado Comm pays all bills, past due and current, under this Agreement, or (2) <<customer_short_name>> Intrado Comm's assignee expressly assumes liability for payment of such bills.

- 19.2 In the event that <<customer_short_name>> Intrado Com desires to transfer any services hereunder to another unaffiliated provider of Telecommunications Service, or <<customer_short_name>> Intrado Comm desires to assume hereunder any services provisioned by AT&T to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

20 Notices

- 20.1 Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

AT&T Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

Business Markets Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

<<customer_name>>

Thomas W. Hicks
Director, Regulatory Affairs
c/o Colleen Lockett
1601 Dry Creek Drive
Longmont, CO 80503
regulatory@intrado.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

20.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

20.3 Notwithstanding the above, AT&T will post to AT&T's Interconnection Web site changes to business processes and policies and shall post to AT&T's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

21 Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

22 Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

23 Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24 Filing of Agreement

This Agreement, and any amendments hereto, shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, or as otherwise required by the state and the Parties shall share equally in any applicable fees. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as <<customer_short_name>> is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

25 Compliance with Law

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. This Agreement also contains certain provisions that were negotiated without regard to the Parties' obligations as set forth Section 251 of the Act. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

26 Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

27 Good Faith Performance

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

28 Rates

28.1 <<customer_short_name>> Intrado Comm shall pay the charges set forth in this Agreement. In the event that AT&T is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, AT&T reserves the right to back bill

<<customer_short_name>> Intrado Comm for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to

<<customer_short_name>> Intrado Comm's agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 7 hereof, AT&T shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:

- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a

third party and such records have not been provided in a timely manner;

- Charges incorrectly billed due to erroneous information supplied by the non-billing Party;
- Charges for which a regulatory body has granted, or a regulatory change permits, the billing Party the authority to back bill.

28.2 To the extent a rate element is omitted or no rate is established, AT&T has the right not to provision such service until the Agreement is amended to include such rate.

| 28.3 To the extent <<customer_short_name>> Intrado Comm requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement, unless the Parties agree to amend this Agreement to include such service prospectively.

29 Rate True-Up

29.1 This section applies to rates that are expressly subject to true-up.

29.2 The rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any discrepancy between the records or disagreement between the Parties regarding the amount of such true-up, the dispute shall be subject to the dispute resolution process set forth in this Agreement.

29.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon AT&T and <<customer_short_name>> specifically or upon all carriers generally, such as a generic cost proceeding.

30 Survival

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

31 Entire Agreement

31.1 This Agreement means the General Terms and Conditions, the Attachments hereto and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and <<customer_short_name>> acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall, as of the Effective Date, be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 Any reference throughout this Agreement to a tariff, industry guideline, AT&T's technical guideline or reference, AT&T business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T's Interconnection Web site at: www.interconnection.bellsouth.com. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned; provided, however, that in any state where certain AT&T services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T provides such services as a result of detariffing or deregulation.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 Except as set forth in Exhibit 1 hereto, this Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that AT&T offers to ~~<<customer_short_name>>~~ Intrado Comm for ~~<<customer_short_name>>~~'s Intrado Comm's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services AT&T makes available to ~~<<customer_short_name>>~~ Intrado Comm (Other Services). Additionally, the provision of a particular Network Element or Other Service may require ~~<<customer_short_name>>~~ Intrado Comm to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 The rates for Network Elements, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable AT&T tariff or as negotiated by the Parties upon request by either Party. If ~~<<customer_short_name>>~~ Intrado Comm purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 In some cases, Commissions have ordered AT&T to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T, regardless of whether or not a disconnect order is issued by Intrado Comm ~~<<customer_short_name>>~~. Disconnect charges are set forth in the rate exhibit of this Attachment. ~~<<customer_short_name>>~~ Intrado Comm may purchase and use Network Elements and Other Services from AT&T in accordance with 47 C.F.R § 51.309.
- 1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.5 ~~<<customer_short_name>>~~ Intrado Comm shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to ~~<<customer_short_name>>~~ Intrado Comm pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to ~~<<customer_short_name>>~~ Intrado Comm pursuant to Section 251 of the Act and under this Agreement to an equivalent

wholesale service or group of wholesale services offered by AT&T (collectively "Conversion"). AT&T shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. AT&T shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following AT&T's receipt of a complete and accurate Conversion request from ~~<<customer_short_name>>~~ Intrado Comm. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between ~~<<customer_short_name>>~~ Intrado Comm and AT&T. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. AT&T will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

- 1.7 Except to the extent expressly provided otherwise in this Attachment, in all states, ~~<<customer_short_name>>~~ Intrado Comm may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event AT&T determines that ~~<<customer_short_name>>~~ Intrado Comm has in place any Arrangements after the Effective Date of this Agreement, AT&T will identify such Arrangements and provide ~~<<customer_short_name>>~~ Intrado Comm with thirty (30) days written notice to disconnect or convert such Arrangements. For orders submitted by ~~<<customer_short_name>>~~ Intrado Comm within such thirty (30) day period, AT&T will charge the applicable switch-as-is charge set forth in Exhibit A. If ~~<<customer_short_name>>~~ Intrado Comm fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s), and shall charge ~~<<customer_short_name>>~~ Intrado Comm all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. For all transitions pursuant to this Section 1.7 that require a physical rearrangement, AT&T shall charge any applicable nonrecurring installation charges. To the extent no tariff equivalent service exists, AT&T shall disconnect such facility or Arrangement. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.

- 1.7.1 In addition to the foregoing, for the state of Florida, the applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30) day notice period.

- 1.7.2 Notwithstanding the foregoing, for the state of Georgia, those circuits for which <<customer_short_name>> Intrado Comm failed to submit a disconnect or conversion order within such thirty (30) day period and are subsequently transitioned by AT&T pursuant to this Section 1.7.2 shall be subject to the applicable switch-as-is charges set forth in Exhibit A. If an equivalent service is set forth in Exhibit 1, AT&T shall transition to such service. Otherwise, AT&T shall transition to the equivalent tariff service. To the extent no tariff equivalent service exists and no equivalent service is set forth in Exhibit 1, AT&T shall disconnect such facility or Arrangement. The applicable recurring 271 rate, resale or tariffed charge shall apply to each circuit as of March 11, 2006.
- 1.7.3 Notwithstanding the foregoing, for the state of North Carolina, those circuits for which <<customer_short_name>> Intrado Comm failed to submit a disconnect or conversion order within such thirty (30) day period and are subsequently transitioned by AT&T pursuant to this Section 1.7.3 shall be subject to applicable switch-as-is charges.
- 1.7.4 Notwithstanding the foregoing, for the state of Alabama, the written notice provided by AT&T, as described in Section 1.7, must identify by circuit identification number the specific Arrangements to be converted or disconnected. If <<customer_short_name>> Intrado Comm fails to dispute AT&T's identified Arrangements or fails to submit orders to disconnect or convert such Arrangements within the established thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s) subject to the Commission-established switch-as-is rate. The full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs will not apply to such conversions. However, the applicable recurring tariff charges shall apply to each circuit upon conversion.
- 1.7.5 Notwithstanding the foregoing, for the state of Louisiana, AT&T will provide <<customer_short_name>> Intrado Comm with written notice identifying the specific Arrangements which must be converted or disconnected. <<customer_short_name>> Intrado Comm shall have thirty (30) days from the date of the notice to submit orders to disconnect or convert the Arrangements. Those circuits to be converted to other AT&T services shall be subject to nonrecurring charges associated with that conversion. If <<customer_short_name>> Intrado Comm disputes AT&T's identification of Arrangements to be disconnected or converted, <<customer_short_name>> Intrado Comm shall send written notice of its dispute within thirty (30) days of AT&T's notice. AT&T shall not disconnect the disputed Arrangements while the dispute is being resolved. If the Parties are unable to reach a voluntary resolution of the dispute, they may petition the Commission for assistance. If <<customer_short_name>> Intrado Comm does not dispute AT&T's identification of Arrangements and fails to submit orders to disconnect or convert such Arrangements within the established thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T services subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T services as

set forth in AT&T's tariffs. The applicable recurring tariff charges shall apply to each circuit upon conversion.

1.8

AT&T's Master List of Unimpaired Wire Centers as Approved by State Commissions in its Region (Master List of Unimpaired Wire Centers), located on the AT&T Interconnection Web site designates those wire centers that, in accordance with state Commission orders, met the FCC's established criteria for non-impairment, as of March 11, 2005, where certain high capacity (DS1 and above) Loops and high capacity Dedicated Transport are no longer available as Network Elements. AT&T's List of Unimpaired Wire Centers in Kentucky and Tennessee (AT&T's List of Unimpaired Wire Centers), also located on the AT&T Interconnection Web site, are those wire centers that AT&T proposed met the FCC's established criteria for non-impairment as of March 11, 2005 but have not yet been approved by these respective Commissions. The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers shall be subject to modification and/or the addition of wire centers without amendment to this Agreement upon subsequent orders from state Commissions in the respective generic dockets establishing the wire centers that as of March 11, 2005, were unimpaired. Notification of such modification, addition or deletion of wire centers shall be made via AT&T's Carrier Notification process on AT&T's Interconnection Web site. Upon the Effective Date of this Agreement, <<customer_short_name>> Intrado Comm may not place any new orders for high capacity Dedicated Transport or high capacity Loops, as applicable, in those wire centers listed on the Master List of Unimpaired Wire Centers. In those wire centers set forth on AT&T's List of Unimpaired Wire Centers, <<customer_short_name>> Intrado Comm may place new orders for high capacity Loops and high capacity Dedicated Transport pursuant to Section 1.8.1 (self-certification) until such wire centers are approved by the Commissions. To the extent <<customer_short_name>> Intrado Comm placed orders after March 10, 2005 for high capacity Loops or high capacity Dedicated Transport in wire centers designated on the Master List of Unimpaired Wire Centers, as amended as specified above, within thirty (30) days after the Effective Date of this Agreement, or in the case of additions to the Master List of Unimpaired Wire Centers, within thirty (30) days after the notice of such addition, <<customer_short_name>> Intrado Comm shall submit an LSR(s) or spreadsheet(s), as applicable, identifying those non-compliant circuits to be disconnected or converted to the equivalent AT&T tariffed service or, in the state of Georgia, to the equivalent 271 service set forth in Exhibit 1. AT&T shall bill <<customer_short_name>> Intrado Comm the difference between the UNE recurring rates for such circuits pursuant to this Agreement and the applicable recurring charges for the equivalent AT&T tariffed service or 271 service in the state of Georgia from the date UNE circuit was installed in the unimpaired wire center to the date the circuit is disconnected or transitioned to the equivalent AT&T tariffed service. If <<customer_short_name>> Intrado Comm fails to submit an LSR or spreadsheet identifying such de-listed circuits within thirty (30) days as set forth above, AT&T will identify such circuits and convert them to the

equivalent AT&T tariffed service, and charge <<customer_short_name>> Intrado Comm applicable disconnect charges for the UNE circuit and the difference between the UNE recurring rate billed for such circuit and the full non-recurring and recurring charges for the tariffed service from the date the UNE circuit was installed in the unimpaired wire center to the date the circuit is transitioned to the equivalent AT&T tariffed service. To the extent there is no equivalent AT&T tariffed service for the de-listed UNE circuit, AT&T will disconnect the circuit and bill <<customer_short_name>> Intrado Comm full disconnect charges.

1.8.1

Prior to submitting an order pursuant to this Agreement for high capacity Dedicated Transport or high capacity Loops, <<customer_short_name>> Intrado Comm shall undertake a reasonably diligent inquiry to determine whether <<customer_short_name>> Intrado Comm is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, <<customer_short_name>> Intrado Comm self-certifies that to the best of <<customer_short_name>>'s Intrado Comm's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, except in wire centers set forth on the Master List of Unimpaired Wire Centers, or AT&T's List of Unimpaired Wire Centers, AT&T shall process the request in reliance upon <<customer_short_name>>'s Intrado Comm's self-certification. To the extent AT&T believes that such request does not comply with the terms of this Agreement, AT&T shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in AT&T's favor, AT&T shall bill <<customer_short_name>> Intrado Comm the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in AT&T's favor, <<customer_short_name>> Intrado Comm shall submit an LSR(s) or spreadsheet(s) identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

1.8.2

In the event that (1) AT&T designated a wire center as unimpaired as set forth on the Master List of Unimpaired Wire Centers on the AT&T Interconnection Web site, or AT&T's List of Unimpaired Wire Centers, (2) as a result of such designation, <<customer_short_name>> Intrado Comm converted high capacity Dedicated Transport or high capacity Loops to other services or ordered new services as services other than high capacity Dedicated Transport or high capacity Loop Network Elements subsequent to March 10, 2005, (3) <<customer_short_name>> Intrado Comm otherwise would have been entitled to high capacity Dedicated Transport or high capacity Loops in such wire center at the time such alternative services were provisioned, and (4) AT&T acknowledges, or a state or federal regulatory body with authority determines, that, at the time AT&T designated such wire center as unimpaired, such wire

center did not meet the FCC's unimpairment criteria, then upon request of <<customer_short_name>> Intrado Comm consistent with the applicable ordering processes as reflected in the Guides located on AT&T's Interconnection Web site no later than sixty (60) days after AT&T acknowledges or the state or federal regulatory body issues an order making such a finding, AT&T shall transition to high capacity Dedicated Transport or high capacity Loops, as appropriate, any alternative services in such wire center that were established after such wire center was designated as unimpaired. In such instances, AT&T shall refund to <<customer_short_name>> Intrado Comm the difference between the rate paid by <<customer_short_name>> Intrado Comm for such services and the applicable rates set forth herein for high capacity Dedicated Transport or high capacity Loops, including but not limited to any charges associated with the Conversion (as defined in Section 1.6 above) from high capacity Dedicated Transport or high capacity Loops to other wholesale services, if applicable, for the period from the later of March 11, 2005, or the date the circuit became a wholesale service to the date the circuit is transitioned to high capacity Dedicated Transport or high capacity Loop as described in this Section.

1.9 <<customer_short_name>> Intrado Comm may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable AT&T Technical References.

1.10 AT&T will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If AT&T has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then AT&T shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the service quality measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If AT&T has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. AT&T will provide a price quote for the request and, upon receipt of payment from <<Intrado Commcustomer_short_name>>, AT&T shall perform the RNM.

1.10.1 Notwithstanding the foregoing, for the states of Alabama and Georgia, AT&T shall perform RNM at no additional charge, provided however, for any RNM performed by AT&T for which costs are not recovered through existing rates, AT&T can seek resolution from the Commission.

1.11 Commingling of Services

1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that <<customer_short_name>> Intrado Comm has obtained at

wholesale from AT&T, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities.
| <<customer_short_name>> Intrado Comm must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from AT&T; or (2) shares part of AT&T's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.11.3 Except for the state of Georgia, notwithstanding any other provision of this Agreement, AT&T shall not be obligated to commingle or combine, pursuant to this Agreement, Network Elements or Combinations with any service, network element or other offering that it is obligated to make available pursuant only to Section 271 of the Act.
- 1.11.4 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed rates, rates set forth in a separate agreement between the Parties, or in the state of Georgia only, in accordance with the rates set forth in Exhibit 1 of this Attachment, as applicable.
- 1.11.5 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.11.6 The Commingling process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.
- 1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.
- 1.13 Ordering Guidelines and Processes
- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services,
| <<customer_short_name>> Intrado Comm should refer to the "Guides" section of the AT&T Interconnection Web site.
- 1.13.2 Additional information may also be found in the individual CLEC Information Packages, located at the "CLEC UNE Products" on AT&T's Interconnection Web site.

- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to <<customer_short_name>>'s Intrado Comm's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with <<customer_short_name>>'s Intrado Comm's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to Attachment 4.
- 1.13.4 Testing/Trouble Reporting
- 1.13.4.1 <<customer_short_name>> Intrado Comm will be responsible for testing and isolating troubles on Network Elements. <<customer_short_name>> Intrado Comm must test and isolate trouble to the AT&T network before reporting the trouble to the Network Elements Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from AT&T at the time of the trouble report, <<customer_short_name>> Intrado Comm will be required to provide the results of the <<customer_short_name>> Intrado Comm test which indicate a problem on the AT&T network.
- 1.13.4.2 Once <<customer_short_name>> Intrado Comm has isolated a trouble to the AT&T network, and has issued a trouble report to AT&T, AT&T will take the actions necessary to repair the Network Element when trouble is found. AT&T will repair its network facilities to its wholesale customers in the same time frames that AT&T repairs similar services to its retail customers.
- 1.13.4.3 If <<customer_short_name>> Intrado Comm reports a trouble on an AT&T Network Element and no trouble is found in AT&T's network, AT&T will charge <<customer_short_name>> Intrado Comm a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.
- 1.13.4.4 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> Intrado Comm (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill <<customer_short_name>> Intrado Comm for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 Loops

- 2.1 General. The local loop Network Element is defined as a transmission facility that AT&T provides pursuant to this Attachment between a distribution frame (or its equivalent) in AT&T's central office and the loop demarcation point at a customer premises (Loop). Facilities that do not terminate at a demarcation point at a customer premises, including, by way of example, but not limited to,

facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer's premises, including inside wire owned or controlled by AT&T. <<customer_short_name>> Intrado Comm shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, AT&T shall not subdivide the frequency of the Loop.

- 2.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving a customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective customer's premises.
 - 2.1.2.1 In new build (Greenfield) areas, where AT&T has only deployed FTTH/FTTC facilities, AT&T is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each customer in the MDU.
 - 2.1.2.2 In FTTH/FTTC overbuild situations where AT&T also has copper Loops, AT&T will make those copper Loops available to <<customer_short_name>> Intrado Comm on an unbundled basis, until such time as AT&T chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, AT&T will offer a sixty-four (64) kilobits per second (kbps) voice grade channel over its FTTH/FTTC facilities.
 - 2.1.2.3 Notwithstanding the foregoing, in the states of Alabama and Louisiana, AT&T shall make available DS1 and DS3 Loops in any wire center where AT&T is required to provide such Loop facilities. In the states of North Carolina and South Carolina, AT&T shall make available DS1 Loops in any wire center where AT&T is required to provide such Loop facilities.
 - 2.1.2.4 Furthermore, in FTTH/FTTC overbuild areas where AT&T has not yet retired copper facilities, AT&T is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by <<customer_short_name>> Intrado Comm. If a request is

received by AT&T for a copper Loop, and the copper facilities have not yet been retired, AT&T will restore the copper Loop to serviceable condition if technically feasible. Except for the state of Georgia, in these instances of Loop orders in an FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval. For the state of Georgia, in these instances of Loop orders in an FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will apply.

2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T shall provide <<customer_short_name>> Intrado Comm access to hybrid Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2). AT&T is not required to provide access to the packet switched features, functions and capabilities of its hybrid Loops.

2.1.3.1 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local Loop or Subloop, including the time division multiplexing-based features, functions and capabilities of a hybrid Loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

2.1.4 DS1 and DS3 Loop Requirements

2.1.4.1 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.4.2 For purposes of this Section 2, a "Fiber-Based Collocator" is defined in 47 C.F.R. § 51.5.

2.1.4.3 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available DS1 and DS3 Loops as described in this Agreement, except in any wire center meeting the criteria described below:

2.1.4.3.1 DS1 Loops at any location within the service area of a wire center containing sixty thousand (60,000) or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.3.2 DS3 Loops at any location within the service area of a wire center containing thirty-eight thousand (38,000) or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.4 The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers as described in Section 1.8 sets forth the list of wire centers meeting the criteria set forth in Sections 2.1.4.3.1 and 2.1.4.3.2 above as of March 11, 2005.

2.1.4.5 Once any wire center exceeds both of the thresholds set forth in Section 2.1.4.3.1 above, no future DS1 Loop unbundling will be required in that wire center.

- 2.1.4.6 Once any wire center exceeds both of the thresholds set forth in Section 2.1.4.3.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.4.7 Modifications and Updates to the Wire Center Lists and Subsequent Transition Periods
- 2.1.4.7.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 2.1.4.3 above but that were not included in the Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List". AT&T will follow any notification procedures set forth in applicable Commission orders.
- 2.1.4.7.2 ~~<<customer_short_name>>~~ Intrado Comm shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 2.1.4.7.2.1 For purposes of Section 2.1.4.7 above, AT&T shall make available DS1 and DS3 Loops that were in service for ~~<<customer_short_name>>~~ Intrado Comm in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.1.4.7.2.2 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.4.7.2.3 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, ~~<<customer_short_name>>~~ Intrado Comm shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.
- 2.1.4.7.2.3.1 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 2.1.4.7.2.3.2 If ~~<<customer_short_name>>~~ Intrado Comm fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify ~~<<customer_short_name>>~~ 's Intrado Comm's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service(s) set forth in Exhibit 1. In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be

subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia, and North Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. In the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

2.1.4.7.2.3.3 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.7.2.3 above or transitioned pursuant to Section 2.1.4.7.2.3.2 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

2.1.5 Where facilities are available, AT&T will install Loops in compliance with AT&T's Products and Services Interval Guide available at AT&T's Interconnection Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (OC) as described below will be handled on a project basis, and the intervals will be set by the AT&T project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

| 2.1.6 The Loop shall be provided to <<customer_short_name>> Intrado Comm in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.7 AT&T will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.7.1 When an AT&T technician is required to be dispatched to provision the Loop, AT&T will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, AT&T will tag the Loop on the next required visit to the customer's location. If

| <<customer_short_name>> Intrado Comm wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), <<customer_short_name>> Intrado Comm may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.

| 2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), <<customer_short_name>> Intrado Comm shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date. This applies to all conversions from one provider to another provider as well as Service Rearrangements as set forth in Section 2.1.12. Where
| <<customer_short_name>> Intrado Comm dial-tone is not available on the conversion date the Loop will not be cut over and the Loop order will be returned
| to <<customer_short_name>> Intrado Comm for rescheduling.

2.1.8 OC and Order Coordination-Time Specific (OC-TS)

2.1.8.1 OC allows AT&T and <<customer_short_name>> Intrado Comm to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to <<customer_short_name>>'s Intrado Comm's facilities to limit customer service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the customer. OC for physical conversions will be scheduled at AT&T's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.8.2 OC-TS allows <<customer_short_name>> Intrado Comm to order a specific time for OC to take place. AT&T will make commercially reasonable efforts to accommodate <<customer_short_name>>'s Intrado Comm's specific conversion time request. However, AT&T reserves the right to negotiate with <<customer_short_name>> Intrado Comm a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. <<customer_short_name>> Intrado Comm may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If <<customer_short_name>> Intrado Comm specifies a time outside this window, or selects a time or quantity of Loops that requires AT&T technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in AT&T's intrastate Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

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	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, <<customer_short_name>> Intrado Comm must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.10 CLEC to CLEC Conversions for Unbundled Loops

2.1.10.1 The CLEC to CLEC conversion process for Loops may be used by <<customer_short_name>> Intrado Comm when converting an existing Loop from another CLEC for the same customer. The Loop type being converted must be included in <<customer_short_name>>'s Intrado Comm's Agreement before requesting a conversion.

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the

same customer location from the same serving wire center, and must not require an outside dispatch to provision.

- | 2.1.10.3 The Loops converted to <<customer_short_name>> Intrado Comm pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.
- 2.1.11 Bulk Migration
- | 2.1.11.1 AT&T will make available to <<customer_short_name>> Intrado Comm a Bulk Migration process pursuant to which <<customer_short_name>> Intrado Comm may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the AT&T CLEC Information Package. The CLEC Information Package is located on AT&T's Interconnection Web site. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.
- | 2.1.11.2 Should <<customer_short_name>> Intrado Comm request migration for two (2) or more EATNs containing fifteen (15) or more circuits,
| <<customer_short_name>> Intrado Comm must use the Bulk Migration process referenced in 2.1.11.1 above.
- 2.1.12 Unbundled Loop (DS1 and below) Service Rearrangements
- 2.1.12.1 The Unbundled Loop Service Rearrangement processes will allow changes to be made to a working Loop facility assignment within the same end-user serving wire center. Service Rearrangements will result in service outages to the customer during the time the Loop is being moved.
- 2.1.12.2 An Unbundled Loop Service Rearrangement connecting facility change (CFC) allows <<customer_short_name>> Intrado Comm to change its installed Loop from one working facility assignment to another facility assignment. CFC includes Connecting Facility Assignment (CFA) and Cable ID & Pair changes within same collocation arrangement or from collocation to collocation. CFA changes are allowed within the same multiplexer or from one multiplexer to another multiplexer. For a CFC, the Loop class of service, Loop type and the customer must remain the same.
- | 2.1.12.3 An Unbundled Loop Service Rearrangement connecting facility move (CFM) allows <<customer_short_name>> Intrado Comm to move the Loop facility assignment from a collocation arrangement to a multiplexer or from a multiplexer to a collocation arrangement. CFMs require a change to the Loop basic class of service. The Loop type and the customer must remain the same.

- 2.1.12.4 For Unbundled Loop Service Rearrangements, AT&T shall charge the applicable "Service Rearrangement change in Loop facility" rate found in Exhibit A.
- 2.1.12.5 The Unbundled Loop Service Rearrangement process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 above.
- 2.1.13 EEL to Loop Retermination
- 2.1.13.1 <<customer_short_name>> Intrado Comm may utilize the EEL to Loop Retermination process to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the end-user's Serving Wire Center (EU SWC).
- 2.1.13.2 This process is available when the existing Loop portion of the EEL will be re-used and the resulting Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.
- 2.1.13.3 AT&T shall charge the applicable EEL to Loop Retermination rates found in Exhibit A. <<customer_short_name>> Intrado Comm shall also be charged applicable manual service order, collocation cross-connect and EEL (including the Transport and Loop portions of the EEL) disconnect charges as set forth in Exhibit A of this Attachment.
- 2.1.13.4 The EEL to Loop Retermination process is not available when a dispatch outside the serving wire center where the Loop terminates is required. If an outside dispatch is required, or if the Loop portion of the EEL is not one of the Loop types referenced in Section 2.1.13.2 above, or if <<customer_short_name>> Intrado Comm elects not to utilize the EEL to Loop Retermination process, <<customer_short_name>> Intrado Comm must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, <<customer_short_name>> Intrado Comm will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.
- 2.1.13.5 The EEL to Loop Retermination process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 above.
- 2.2 Unbundled Voice Loops (UVLs)
- 2.2.1 AT&T shall make available the following UVLs:
- 2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed);
- 2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed); or
- 2.2.1.3 4-wire Analog Voice Grade Loop (Designed).
- 2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop

carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. AT&T, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, AT&T will only ensure that the newly provided facility will support voice grade services. AT&T will not guarantee that <<customer_short_name>> Intrado Comm will be able to continue to provide any advanced services over the new facility. AT&T will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1). Loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by <<customer_short_name>> Intrado Comm, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. <<customer_short_name>> Intrado Comm may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that AT&T normally activates POTS-type Loops for its customers.

2.2.4 For an additional charge AT&T will make available Loop Testing so that <<customer_short_name>> Intrado Comm may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.

2.2.5 Unbundled Voice Loop - SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to <<customer_short_name>> Intrado Comm. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow <<customer_short_name>> Intrado Comm to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, AT&T will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 Unbundled Digital Loops

2.3.1 AT&T will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 AT&T shall make available the following UDLs, subject to restrictions set forth herein:

- 2.3.2.1 2-wire Unbundled ISDN Digital Loop;
- 2.3.2.2 2-wire Unbundled ADSL Compatible Loop;
- 2.3.2.3 2-wire Unbundled HDSL Compatible Loop;
- 2.3.2.4 4-wire Unbundled HDSL Compatible Loop;
- 2.3.2.5 4-wire Unbundled DS1 Digital Loop;
- 2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;
- 2.3.2.7 DS3 Loop; or
- 2.3.2.8 STS-1 Loop.
- 2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. <<customer_short_name>> Intrado Comm will be responsible for providing AT&T with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and customer. With the SPID, AT&T will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to eighteen thousand (18,000) feet long and may have up to six thousand (6,000) feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to twelve thousand (12,000) feet long and may have up to twenty-five hundred (2,500) feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-wire Unbundled DS1 Digital Loop.
- 2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the customer's location. For the purposes of AT&T's unbundling obligations pursuant to this Agreement, for the states of Alabama, Florida, Georgia, Mississippi and South Carolina, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops. For the state of Louisiana, DS1 Loops include 2-wire and 4-wire HDSL-Compatible Loops to which the necessary electronics have been added to provide service speeds of 1.544 megabytes per second.

- 2.3.6.2 AT&T shall not provide more than ten (10) unbundled DS1 Loops to ~~<<customer short name>>~~ Intrado Comm at any single building in which DS1 Loops are available as unbundled Loops.
- 2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface. For the purpose of AT&T's unbundling obligations pursuant to this Agreement, DS3 Loops include STS-1 Loops.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. AT&T's TR73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.3.12 ~~<<customer short name>>~~ Intrado Comm may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.4 Unbundled Copper Loops (UCL).
- 2.4.1 AT&T shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two (2) types – Designed and Non-Designed.
- 2.4.2 Unbundled Copper Loop – Designed (UCL-D)

- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.
- 2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by <<customer_short_name>> Intrado Comm.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by <<customer_short_name>> Intrado Comm to provide a wide-range of telecommunications services as long as those services do not adversely affect AT&T's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)
- 2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from AT&T's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to six thousand (6,000) feet of bridged tap between the customer's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand (18,000) feet and with less than thirteen hundred (1300) Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.
- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using AT&T's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, <<customer_short_name>> Intrado Comm can request LMU for which additional charges would apply.
- 2.4.3.3 For an additional charge, AT&T also will make available Loop Testing so that <<customer_short_name>> Intrado Comm may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.
- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by <<customer_short_name>> Intrado Comm to provide a wide-range of telecommunications services as long as those services do not adversely affect

AT&T's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

- 2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of AT&T facilities. OC-TS does not apply to this product.

- | 2.4.3.6 <<customer_short_name>> Intrado Comm may use AT&T's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the AT&T network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

- 2.5.1 Line Conditioning is defined as routine network modification that AT&T regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the AT&T's TR 73600 Unbundled Local Loop Technical Specification. AT&T shall provide Line Conditioning on Loops, as requested by
| <<customer_short_name>> Intrado Comm, even in instances where AT&T does not provide advanced services to the end user on that Loop.

- 2.5.2 AT&T will remove load coils only on copper Loops that are equal to or less than eighteen thousand (18,000) feet in length. AT&T will remove load coils on copper Subloops where the total loop distance (feeder plus distribution) from the AT&T central office to the end user is equal to or less than 18,000 feet or, if there is no copper feeder, the distance from the remote terminal (RT) to the end user is equal to or less than 18,000 feet.

- | 2.5.3 For any copper loop being ordered by <<customer_short_name>> Intrado Comm which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from <<customer_short_name>> Intrado Comm, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to
| <<customer_short_name>> Intrado Comm. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

- | 2.5.4 <<customer_short_name>> Intrado Comm may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two

thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to AT&T's SC Process as mutually agreed to by the Parties.

2.5.5 Rates for ULM are as set forth in Exhibit A.

2.5.6 AT&T will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

2.5.7 If <<customer_short_name>> Intrado Comm requests ULM on a reserved facility for a new Loop order, AT&T may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. <<customer_short_name>> Intrado Comm will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, AT&T will provide LMU detail of the Loop provisioned.

2.5.8 <<customer_short_name>> Intrado Comm shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that <<customer_short_name>> Intrado Comm desires AT&T to condition.

2.5.9 When requesting ULM for a Loop that AT&T has previously provisioned for <<customer_short_name>>, Intrado Comm, <<customer_short_name>> Intrado Comm will submit a SI to AT&T. If a spare Loop facility that meets the Loop modification specifications requested by <<customer_short_name>> Intrado Comm is available at the location for which the ULM was requested, <<customer_short_name>> Intrado Comm will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that AT&T changes the Loop facility in lieu of providing ULM, <<customer_short_name>> Intrado Comm will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 Loop Provisioning Involving IDLC

2.6.1 Where <<customer_short_name>> Intrado Comm has requested an Unbundled Loop and AT&T uses IDLC systems to provide the local service to the customer and AT&T has a suitable alternate facility available, AT&T will make such alternative facilities available to Intrado Comm <<customer_short_name>>. If a suitable alternative facility is not available, then to the extent it is technically feasible, AT&T will implement one of the following alternative arrangements for <<customer_short_name>> Intrado Comm (e.g., hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

- 2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.
- 2.6.2.1 If no alternate facility is available, and upon request from Intrado Comm~~<<customer_short_name>>~~, and if agreed to by both Parties, AT&T may utilize its SC process to determine the additional costs required to provision facilities. ~~<<customer_short_name>>~~ Intrado Comm will then have the option of paying the one-time SC rates to place the Loop.
- 2.7 Network Interface Device
- 2.7.1 The NID is defined as any means of interconnection of the customer's customer premises wiring to AT&T's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two (2) independent chambers or divisions that separate the service provider's network from the customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.
- 2.7.2 AT&T shall permit ~~<<customer_short_name>>~~ Intrado Comm to connect ~~<<customer_short_name>>~~'s Intrado Comm's Loop facilities to the customer's customer premises wiring through the AT&T NID or at any other technically feasible point.
- 2.7.3 Access to NID
- 2.7.3.1 ~~<<customer_short_name>>~~ Intrado Comm may access the customer's premises wiring by any of the following means and ~~<<customer_short_name>>~~ Intrado Comm shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:
- 2.7.3.1.1 AT&T shall allow ~~<<customer_short_name>>~~ Intrado Comm to connect its Loops directly to AT&T's multi-line residential NID enclosures that have additional space and are not used by AT&T or any other telecommunications carriers to provide service to the premises;
- 2.7.3.1.2 Where an adequate length of the customer's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

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- | 2.7.3.1.4 <<customer_short_name>> Intrado Comm may request AT&T to make other rearrangements to the customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be <<customer_short_name>>'s Intrado Comm's responsibility to ensure there is no safety hazard, and <<customer_short_name>> Intrado Comm will hold AT&T harmless for any liability associated with the removal of the AT&T Loop from the AT&T NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- | 2.7.3.3 <<customer_short_name>> Intrado Comm shall not remove or disconnect ground wires from AT&T's NIDs, enclosures, or protectors.
- | 2.7.3.4 <<customer_short_name>> Intrado Comm shall not remove or disconnect NID modules, protectors, or terminals from AT&T's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, AT&T will work with <<customer_short_name>> Intrado Comm to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.4 Technical Requirements
- 2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the customer's customer premises and the distribution media and/or cross-connect to <<customer_short_name>>'s Intrado Comm's NID.
- | 2.7.4.3 Existing AT&T NIDs will be operational and provided in "as is" condition. <<customer_short_name>> Intrado Comm may request AT&T to do additional work to the NID on a time and material basis. When <<customer_short_name>> Intrado Comm deploys its own local loops in a multiple-line termination device, <<customer_short_name>> Intrado Comm shall specify the quantity of NID connections that it requires within such device.

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2.8 Subloop Distribution Elements.

2.8.1 Where facilities permit, AT&T shall offer access to its Unbundled Subloop Distribution (USLD) elements in accordance with 47 C.F.R. § 51.319(b) as specified herein.

2.8.2 Unbundled Subloop Distribution

2.8.2.1 The USLD facility is a dedicated transmission facility that AT&T provides from a customer's point of demarcation to an AT&T cross-connect device. The AT&T cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. AT&T will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.

2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.

2.8.2.3.1 If <<customer_short_name>> Intrado Comm requests a UCSL and it is not available, <<customer_short_name>> Intrado Comm may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.4 USLD-INC is the distribution facility owned or controlled by AT&T inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.

2.8.2.4.1 Upon request for USLD-INC from <<customer_short_name>>, Intrado Comm, AT&T will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. AT&T will place cross-connect blocks in twenty five (25) pair increments for <<customer_short_name>>'s Intrado Comm's use on this cross-connect panel.

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- | <<customer_short_name>> Intrado Comm will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- | 2.8.2.5 For access to Voice Grade USLD and UCSL, <<customer_short_name>> Intrado Comm shall install a cable to the AT&T cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by an AT&T technician within the AT&T cross-box during the set-up process. <<customer_short_name>>'s Intrado Comm's cable pairs can then be connected to AT&T's USL within the AT&T cross-box by the AT&T technician.
- | 2.8.2.6 Through the SI process, AT&T will determine whether access to USLs at the location requested by <<customer_short_name>> Intrado Comm is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet <<customer_short_name>>'s Intrado Comm's request, then AT&T will perform the site set-up as described in the CLEC Information Package, located at AT&T's Interconnection Web site.
- | 2.8.2.7 The site set-up must be completed before <<customer_short_name>> Intrado Comm can order Subloop pairs. For the site set-up in an AT&T cross-connect box in the field, AT&T will perform the necessary work to splice <<customer_short_name>>'s Intrado Comm's cable into the cross-connect box. For the site set-up inside a building equipment room, AT&T will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- | 2.8.2.8 Once the site set-up is complete, <<customer_short_name>> Intrado Comm will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when <<customer_short_name>> Intrado Comm requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by <<customer_short_name>> Intrado Comm for Subloop pairs, expedite charges will apply for intervals less than five (5) days.
- | 2.8.2.9 USLs will be provided in accordance with AT&T's TR 73600 Unbundled Local Loop Technical Specifications.
- | 2.8.3 Unbundled Network Terminating Wire (UNTW)
- | 2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- | 2.8.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the customer's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the customer's premises, where a third party owns the wiring to the customer's premises.

2.8.3.3 Requirements

- 2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3.3 In existing MDUs and/or MTUs in which AT&T does not own or control wiring (INC/NTW) to the customers premises, and <<customer_short_name>> Intrado Comm does own or control such wiring, <<customer_short_name>> Intrado Comm will install UNTW Access Terminals for AT&T under the same terms and conditions as AT&T provides UNTW Access Terminals to Intrado Comm <<customer_short_name>>.
- 2.8.3.3.4 In situations in which AT&T activates a UNTW pair, AT&T will compensate <<customer_short_name>> Intrado Comm for each pair activated commensurate to the price specified in <<customer_short_name>>'s Intrado Comm's Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the customer has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the customer is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that customer if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the customer began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.9 Loop Makeup

2.9.1 Description of Service

- 2.9.1.1 AT&T shall make available to <<customer_short_name>> Intrado Comm LMU information with respect to Loops that are required to be unbundled under this Agreement so that <<customer_short_name>> Intrado Comm can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment <<customer_short_name>> Intrado Comm intends to install and the services <<customer_short_name>> Intrado Comm wishes to provide. LMU is a preordering transaction, distinct from <<customer_short_name>> Intrado Comm ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

- 2.9.1.2 AT&T will provide <<customer_short_name>> Intrado Comm LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.
- 2.9.1.3 AT&T's LMU information is provided to <<customer_short_name>> Intrado Comm as it exists either in AT&T's databases or in its hard copy facility records. AT&T does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 AT&T's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either AT&T or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless AT&T receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.5 <<customer_short_name>> Intrado Comm may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular AT&T Loop as long as that equipment does not disrupt other services on the AT&T network. The determination shall be made solely by <<customer_short_name>> Intrado Comm and AT&T shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee <<customer_short_name>>'s Intrado Comm's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to AT&T's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to AT&T's network and will remain on copper facilities until the Loop is disconnected by <<customer_short_name>> Intrado Comm or the customer, or until AT&T retires the copper facilities via the FCC's and any applicable Commission's requirements. <<customer_short_name>> Intrado Comm is fully responsible for any of its service configurations that may differ from AT&T's technical standard for the Loop type ordered.
- 2.9.1.6 If AT&T retires its copper facilities using 47 C.F.R § 51.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, AT&T will notify Intrado Comm <<customer_short_name>>, according to the applicable network disclosure requirements. It will be <<customer_short_name>>'s Intrado Comm's

responsibility to move any service it may provide over such facilities to alternative facilities. If <<customer_short_name>> Intrado Comm fails to move the service to alternative facilities by the date in the network disclosure notice, AT&T may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 <<customer_short_name>> Intrado Comm may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on AT&T's Interconnection Web site. After obtaining the Loop information from the mechanized LMU process, if <<customer_short_name>> Intrado Comm needs further Loop information in order to determine Loop service capability, <<customer_short_name>> Intrado Comm may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by AT&T. <<customer_short_name>> Intrado Comm will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, <<customer_short_name>> Intrado Comm does not reserve facilities upon an initial LMUSI, <<customer_short_name>>'s Intrado Comm's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.

2.9.2.3 Where <<customer_short_name>> Intrado Comm has reserved multiple Loop facilities on a single reservation, <<customer_short_name>> Intrado Comm may not specify which facility shall be provisioned when submitting the LSR. For those occasions, AT&T will assign to Intrado Comm <<customer_short_name>>, subject to availability, a facility that meets the AT&T technical standards of the AT&T type Loop as ordered by Intrado Comm <<customer_short_name>>.

2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from AT&T.

3 Line Splitting

3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to customers over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers. AT&T will provide Line Splitting over a Loop (UNE-L) purchased by <<customer_short_name>> Intrado Comm pursuant to this Agreement.

3.2 Line Splitting – UNE-L. In the event <<customer_short_name>> Intrado Comm provides its own switching or obtains switching from a third party, <<customer_short_name>> Intrado Comm may engage in line splitting arrangements with another CLEC using a splitter, provided by Intrado

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- | Comm<<customer_short_name>>, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.3 AT&T must make all necessary network modifications, including providing nondiscriminatory access to OSS necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for Loops used in line splitting arrangements. The Parties may use the Change Control Process to address necessary OSS modifications.
- 3.4 Provisioning Line Splitting – UNE-L
- 3.4.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When <<customer_short_name>> Intrado Comm owns the splitter, Line Splitting requires the following: a loop from NID at the customer's location to the serving wire center and terminating into a distribution frame or its equivalent.
- 3.4.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.4.3 To order Line Splitting utilizing UNE-L on a particular Loop, <<customer_short_name>> Intrado Comm must have a DSLAM collocated in the central office that serves the customer of such Loop.
- 3.4.4 <<customer_short_name>> Intrado Comm may purchase, install and maintain central office POTS splitters in its collocation arrangements.
<<customer_short_name>> Intrado Comm may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the high frequency spectrum of the UNE-L. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 3.5 Maintenance – Line Splitting – UNE-L
- 3.5.1 AT&T will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the customer's premises and the termination point.
- 3.5.2 <<customer_short_name>> Intrado Comm shall indemnify, defend and hold harmless AT&T from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by AT&T's gross negligence or willful misconduct.
- 3.5.3 For the state of Alabama, the following rights are in addition to the general indemnification rights set forth above:
- 3.5.3.1 PROVIDED, HOWEVER, that all amounts advanced in respect of such claims, losses and costs shall be repaid to <<customer_short_name>> Intrado Comm by AT&T if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that AT&T is not entitled to be

indemnified for such claims, losses and costs because the Claims, Losses and Costs arose as a result of AT&T's gross negligence or willful misconduct.

3.5.3.2 AT&T will indemnify, defend and hold harmless <<customer_short_name>> Intrado Comm from and against any Claims, Losses and Costs which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not <<customer_short_name>> Intrado Comm brought against <<customer_short_name>> Intrado Comm to the extent such Claim alleges that the cause of Claim, Loss and Cost was found to be the result of AT&T's gross negligence or willful misconduct.

3.5.3.3 PROVIDED, HOWEVER, that AT&T shall have no obligation to indemnify <<customer_short_name>> Intrado Comm under this section unless <<customer_short_name>> Intrado Comm provides AT&T with prompt written notice of any such Claim; <<customer_short_name>> Intrado Comm permits AT&T to assume and control the defense to such action, with counsel chosen by AT&T; and AT&T does not enter into any settlement or compromise of such Claim.

3.5.3.4 PROVIDED, HOWEVER, that all amounts advanced in respect of such Claims, Losses and Costs shall be repaid to AT&T by <<customer_short_name>> Intrado Comm if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that <<customer_short_name>> Intrado Comm is not entitled to be indemnified for such Claims, Losses and Costs because the Claims, Losses and Costs did not arise as a result of AT&T's gross negligence or willful misconduct.

3.5.3.5 Definitions:

3.5.3.5.1 "Claim" means any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation that AT&T or <<customer_short_name>> Intrado Comm in good faith believes might lead to the institution of any such action, suit or proceeding.

3.5.3.5.2 "Loss" means any and all damages, injuries, judgments, fines penalties, amounts paid or payable in settlement, deficiencies, and expenses (including all interest, assessments, and other charges paid or payable in connection with or respect of such Losses) incurred in connection with the Claim.

3.5.3.5.3 "Costs" means all reasonable attorney's fees and all other reasonable fees, expenses and obligations paid or incurred in connection with the Claim or related matters, including without limitation, investigating, defending, or participating (as a party, witness or otherwise) in (including on appeal), or preparing to defend or participate in any Claim.

3.6 Line Splitting – Loop and Port for the states of Georgia and North Carolina only

3.6.1 To the extent <<customer_short_name>> Intrado Comm is using a commingled arrangement that consists of a Loop purchased pursuant to this Agreement and Local Switching provided by AT&T pursuant to Section 271, AT&T will permit

- | <<customer_short_name>> Intrado Comm to utilize Line Splitting. AT&T shall charge the applicable line splitting rates set forth in Exhibit A of this Agreement.
- | 3.6.2 <<customer_short_name>> Intrado Comm shall provide AT&T with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where
| <<customer_short_name>> Intrado Comm will not provide voice and data services.
- 3.6.3 Provisioning Line Splitting and Splitter Space – Loop and Port
- 3.6.3.1 The Data CLEC, Voice CLEC, or a third party may provide the splitter. When
| <<customer_short_name>> Intrado Comm or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the customer's location; a collocation cross-connection connecting the Loop to the collocation space; and a second collocation cross-connection from the collocation space connected to a voice port.
- 3.6.3.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.
- 3.6.4 CLEC Provided Splitter – Line Splitting – Loop and Port
- | 3.6.4.1 <<customer_short_name>> Intrado Comm or its authorized agent may purchase, install and maintain central office line splitters in its collocation arrangements.
| <<customer_short_name>> Intrado Comm or its authorized agent may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing collocation rules and procedures and the terms and conditions relating to collocation set forth in Attachment 4-Central Office shall apply.
- | 3.6.4.2 Any splitters installed by <<customer_short_name>> Intrado Comm or its authorized agent in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. <<customer_short_name>> Intrado Comm or its authorized agent may install any splitters that AT&T deploys or permits to be deployed for itself or any AT&T affiliate.
- 3.6.5 Maintenance – Line Splitting – Loop and Port
- 3.6.5.1 AT&T will be responsible for repairing troubles with the physical Loop between the NID at the customer's premises and the termination point.
- 4 Unbundled Network Element Combinations**
- 4.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by
| <<customer_short_name>> Intrado Comm are in fact already combined by AT&T in the AT&T network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by
| <<customer_short_name>> Intrado Comm are not already combined by AT&T in

the location requested by <<customer_short_name>> Intrado Comm but are elements that are typically combined in AT&T's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> Intrado Comm are not elements that AT&T combines for its use in its network.

4.1.1 Except as otherwise set forth in this Agreement, upon request, AT&T shall perform the functions necessary to combine Network Elements that AT&T is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in AT&T's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with AT&T's network.

4.1.2 To the extent <<customer_short_name>> Intrado Comm requests a Combination for which AT&T does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

4.2 Rates

4.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

4.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

4.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of <<customer_short_name>> Intrado Comm.

4.3 Enhanced Extended Links (EELs)

4.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. AT&T shall provide <<customer_short_name>> Intrado Comm with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

- 4.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).
- 4.3.3 By placing an order for a high-capacity EEL, <<customer_short_name>> Intrado Comm thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a Network Element. AT&T shall have the right to audit <<customer_short_name>>'s Intrado Comm's high-capacity EELs as specified below.
- 4.3.4 Service Eligibility Criteria
- 4.3.4.1 High capacity EELs must comply with the following service eligibility requirements. <<customer_short_name>> Intrado Comm must certify for each high-capacity EEL that all of the following service eligibility criteria are met:
- 4.3.4.1.1 <<customer_short_name>> Intrado Comm has received state certification to provide local voice service in the area being served;
- 4.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
- 4.3.4.2.1 1) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;
- 4.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
- 4.3.4.2.3 3) Each circuit to be provided to each customer will have 911 or E911 capability prior to provision of service over that circuit;
- 4.3.4.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);
- 4.3.4.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk over which <<customer_short_name>> Intrado Comm will transmit the calling party's number in connection with calls exchanged over the trunk;
- 4.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, <<customer_short_name>> Intrado Comm will have at least one (1) active DS1 local service interconnection trunk over which <<customer_short_name>> Intrado Comm will transmit the calling party's number in connection with calls exchanged over the trunk; and
- 4.3.4.2.7 7) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 4.3.4.3 AT&T may, on an annual basis, audit <<customer_short_name>>'s Intrado Comm's records in order to verify compliance with the qualifying service

eligibility criteria. To invoke the audit, AT&T will send a Notice of Audit to Intrado Comm <<customer_short_name>>. Such Notice of Audit will be delivered to <<customer_short_name>> Intrado Comm no less than thirty (30) days prior to the date upon which AT&T seeks to commence an audit.

4.3.4.3.1 Such Notice of Audit to <<customer_short_name>> Intrado Comm shall state AT&T's concern that <<customer_short_name>> Intrado Comm is not complying with the service eligibility requirements as set forth above and a concise statement of the reasons therefor. AT&T is not required to provide documentation, as distinct from a statement of concern, to support its basis for an audit, or seek the concurrence of the requesting carrier before selecting the location of the audit. AT&T may select the independent auditor without the prior approval of <<customer_short_name>> Intrado Comm or the Commission. Challenges to the independence of the auditor may be filed with the Commission only after the audit has been concluded.

4.3.4.3.2 For the state of Alabama, <<customer_short_name>> Intrado Comm may, however, challenge the legal qualifications of the auditor selected by filing an objection to that effect with the Commission within 10 days of receiving AT&T's Notice of Audit.

4.3.4.3.3 For the state of Louisiana, AT&T's notice to <<customer_short_name>> Intrado Comm shall include a listing of the circuits for which AT&T alleges noncompliance, including all supporting documentation and a list of three auditors from which <<customer_short_name>> Intrado Comm may choose one to conduct the audit.

4.3.4.4 The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue a report regarding <<customer_short_name>>'s Intrado Comm's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether <<customer_short_name>> Intrado Comm complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

4.3.4.5 To the extent the independent auditor's report concludes that <<customer_short_name>> Intrado Comm failed to comply with the service eligibility criteria, <<customer_short_name>> Intrado Comm must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that <<customer_short_name>> Intrado Comm did not comply in any material respect with the service eligibility criteria, <<customer_short_name>> Intrado Comm shall reimburse AT&T for the cost of the independent auditor. To the extent the auditor's report concludes that

<<customer_short_name>> Intrado Comm did comply in all material respects with the service eligibility criteria, AT&T will reimburse <<customer_short_name>> Intrado Comm for its reasonable and demonstrable costs associated with the audit. <<customer_short_name>> Intrado Comm will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) days of receipt of a statement of such costs.

4.3.4.5.1 For the state of Alabama, <<customer_short_name>> Intrado Comm will maintain appropriate documentation to support its certifications and may dispute any portion of the findings of an audit by petitioning the Commission for a review within twenty (20) days of receiving the reported findings of the auditor.

4.3.4.6 In the event <<customer_short_name>> Intrado Comm converts special access services to Network Elements, <<customer_short_name>> Intrado Comm shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5 Dedicated Transport and Dark Fiber Transport

5.1 Dedicated Transport. Dedicated Transport is defined as AT&T's transmission facilities between wire centers or switches owned by AT&T, or between wire centers or switches owned by AT&T and switches owned by Intrado Comm <<customer_short_name>>, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Intrado Comm <<customer_short_name>>. AT&T shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement.

5.2 DS1 and DS3 Dedicated Transport Requirements

5.2.1 For purposes of this Section 5.2, a Business Line is as defined in 47 C.F.R. § 51.5.

5.2.2 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dedicated Transport as described in this Agreement, except in any wire center meeting the criteria described below:

5.2.2.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain thirty-eight thousand (38,000) or more Business Lines or four (4) or more fiber-based collocators.

5.2.2.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

5.2.2.3 The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers, as described in Section 1.8, sets forth the list of wire centers meeting the criteria set forth in Sections 5.2.2.1 and 5.2.2.2 above as of March 11, 2005.

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- 5.2.2.4 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.1 above, no future DS1 Dedicated Transport unbundling will be required between that wire center and any other wire center exceeding these same thresholds.
- 5.2.2.5 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.2 above, no future DS3 Dedicated Transport will be required between that wire center and any other wire center meeting or exceeding these same thresholds.
- 5.2.2.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.2.2.6.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above, but that were not included in the Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List. AT&T will follow any notification procedures set forth in applicable Commission orders.
- | 5.2.2.6.2 <<customer_short_name>> Intrado Comm shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 5.2.2.6.3 For purposes of Section 5.2.2.6 above, AT&T shall make available DS1 and DS3 Dedicated Transport that were in service for <<customer_short_name>> Intrado Comm in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.2.2.6.4 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.2.2.6.5 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, <<customer_short_name>> Intrado Comm shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.
- 5.2.2.6.6 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- | 5.2.2.6.6.1 If <<customer_short_name>> Intrado Comm fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty

(180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify <<customer_short_name>>'s Intrado Comm's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service(s) set forth in Exhibit 1. In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia and North Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. For the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in AT&T's tariffs.

5.2.2.6.7 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.2.6.5 above or transitioned pursuant to Section 5.2.2.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.2.3 AT&T shall:

5.2.4 Provide <<customer_short_name>> Intrado Comm exclusive use of Dedicated Transport to a particular customer or carrier;

5.2.5 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;

5.2.6 Permit, to the extent technically feasible, <<customer_short_name>> Intrado Comm to connect Dedicated Transport to equipment designated by <<customer_short_name>>, Intrado Comm, including but not limited to, <<customer_short_name>>'s Intrado Comm's collocated facilities; and

5.2.7 Permit, to the extent technically feasible, <<customer_short_name>> Intrado Comm to obtain the functionality provided by AT&T's digital cross-connect systems.

5.3 AT&T shall offer Dedicated Transport:

5.3.1 As capacity on a shared facility; and

5.3.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to Intrado Comm <<customer_short_name>>.

5.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

5.5 <<customer_short_name>> Intrado Comm may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10)

unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport, but for which impairment exists for DS1 Dedicated Transport. For purposes of this Section 5, a "Route" is defined in 47 C.F.R. § 51.319 (e) as a transmission path between one of an incumbent LEC's wire centers or switches and another of the incumbent LECs wire centers or switches. A route between two (2) points (e.g. wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between the same end points (e.g. wire center or switch "A" and wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

5.6 Technical Requirements

- 5.6.1 AT&T shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
- 5.6.2 AT&T shall offer the following interface transmission rates for Dedicated Transport:
- 5.6.2.1 DS0 Equivalent;
- 5.6.2.2 DS1;
- 5.6.2.3 DS3;
- 5.6.2.4 STS-1; and
- 5.6.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 5.6.3 AT&T shall design Dedicated Transport according to its network infrastructure. ~~<<customer short name>>~~ Intrado Comm shall specify the termination points for Dedicated Transport.
- 5.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and AT&T Technical References;
- 5.6.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 5.6.4.2 AT&T's TR73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.
- 5.6.4.3 AT&T's TR73525 MegaLink® Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

5.7 Unbundled Channelization (Multiplexing)

5.7.1 To the extent <<customer_short_name>> Intrado Comm is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at an AT&T central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of AT&T. Once UC has been installed, <<customer_short_name>> Intrado Comm may request channel activation on a channelized facility and AT&T shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

5.7.2 AT&T shall make available the following channelization systems and interfaces:

5.7.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.

5.7.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

5.7.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

5.7.3 Technical Requirements. In order to assure proper operation with AT&T provided central office multiplexing functionality, <<customer_short_name>>'s Intrado Comm's channelization equipment must adhere strictly to form and protocol standards. <<customer_short_name>> Intrado Comm must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

5.8 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.

5.8.1 Dark Fiber Transport Requirements

5.8.1.1 For purposes of this Section 5.8, a Business Line is as defined in 47 C.F.R. § 51.5.

5.8.1.2 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dark Fiber Transport as described in this Agreement, except in any wire center meeting the criteria described below:

5.8.1.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

- 5.8.1.3 The Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, as described in Section 1.8, sets forth the list of wire centers meeting the criteria set forth in Section 5.8.1.2.1 above as of March 11, 2005.
- 5.8.1.4 Once any wire center exceeds either of the thresholds set forth in Section 5.8.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 5.8.1.5 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.8.1.5.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 5.8.1.2.1 above, but that were not included in the Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List". AT&T will follow any notification procedures in applicable Commission orders.
- 5.8.1.5.2 <<customer_short_name>> Intrado Comm shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 5.8.1.5.3 For purposes of Section 5.8.1.5 above, AT&T shall make available Dark Fiber Transport that was in service for <<customer_short_name>> Intrado Comm in a wire center on the Subsequent Wire Center List as of the thirtieth (30) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.8.1.5.4 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.8.1.5.5 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, <<customer_short_name>> Intrado Comm shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.
- 5.8.1.5.6 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 5.8.1.5.6.1 If <<customer_short_name>> Intrado Comm fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify <<customer_short_name>>'s Intrado Comm's remaining

Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service set forth in Exhibit 1.

5.8.1.5.6.2 In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. In the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

5.8.1.5.6.3 For Subsequent Embedded Base circuits converted pursuant to Section 5.8.1.5.5 above or transitioned pursuant to Section 5.8.1.5.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.9 Rearrangements

| 5.9.1 A request to move a working <<customer_short_name>> Intrado Comm Dedicated Transport circuit or a Combination including Dedicated Transport from one connecting facility assignment (CFA) to another CFA in the same AT&T Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable Rearrangement rates for the Change in CFA are set forth in Exhibit A.

5.9.2 A request to reterminate one end of a Dedicated Transport facility that is not a Change in CFA and thus results in retermination in a different AT&T Central Office (Reterrmination) shall constitute disconnection of existing service and the establishment of new service. Disconnect charges and full nonrecurring charges for establishment of service, as set forth in Exhibit A, shall apply.

| 5.9.3 Upon request of <<customer_short_name>> Intrado Comm, AT&T shall project manage the Change in CFA or Reterrmination of Dedicated Transport and Combinations that include Dedicated Transport as described in Sections 5.9.1 and 5.9.2 above and <<customer_short_name>> Intrado Comm may request OC-TS for such orders.

| 5.9.4 AT&T shall accept a LOA between <<customer_short_name>> Intrado Comm and another carrier that will allow <<customer_short_name>> Intrado Comm, in connection with a Change in CFA or Reterrmination, to connect Dedicated Transport or a Combination that includes Dedicated Transport, via a CFA, to the other carrier's collocation space or to another carrier's Multiplexer.

6 **Automatic Location Identification/Data Management System (ALI/DMS)**

6.1 911 and E911 Databases

6.1.1 Where AT&T is the designated E911 Services Provider AT&T shall provide ~~<<customer_short_name>>~~ Intrado Comm with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

6.1.2 The AT&T ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Where AT&T is the E911 Service Provider, ~~<<customer_short_name>>~~ Intrado Comm will be required to provide the AT&T 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1 below.

6.2 Technical Requirements

6.2.1 AT&T's 911 database vendor shall provide ~~<<customer_short_name>>~~ Intrado Comm the capability of providing updates to the ALI/DMS database through a specified electronic interface. ~~<<customer_short_name>>~~ Intrado Comm shall contact AT&T's 911 database vendor directly to request interface. ~~<<customer_short_name>>~~ Intrado Comm shall provide updates directly to AT&T's 911 database vendor on a daily basis. Updates shall be the responsibility of ~~<<customer_short_name>>~~ Intrado Comm and AT&T shall not be liable for the transactions between ~~<<customer_short_name>>~~ Intrado Comm and AT&T's 911 database vendor.

6.2.2 It is ~~<<customer_short_name>>~~'s Intrado Comm's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the AT&T Interconnection Web site.

6.2.3 ~~<<customer_short_name>>~~ Intrado Comm shall conform to the AT&T standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the AT&T Interconnection Web site.

6.2.4 Stranded Unlocks are defined as end user records in AT&T's ALI/DMS database that have not been migrated for over ninety (90) days to Intrado Comm ~~<<customer_short_name>>~~, as a new provider of local service to the end user. Stranded Unlocks are those end user records that have been "unlocked" by the previous local exchange carrier that provided service to the end user and are open for ~~<<customer_short_name>>~~ Intrado Comm to assume responsibility for such records.

6.2.4.1 Based upon end user record ownership information available in the NPAC database, AT&T shall provide a Stranded Unlock annual report to ~~<<customer_short_name>>~~ Intrado Comm that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days.

- ~~<<customer_short_name>>~~ Intrado Comm shall review the Stranded Unlock report, identify its end user records and request to either delete such records or migrate the records to ~~<<customer_short_name>>~~ Intrado Comm within two (2) months following the date of the Stranded Unlock report provided by AT&T. ~~<<customer_short_name>>~~ Intrado Comm shall reimburse AT&T for any charges AT&T's database vendor imposes on AT&T for the deletion of ~~<<customer_short_name>>~~'s Intrado Comm's records.
- 6.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
- 6.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate AT&T 911 tandem.
- 6.3.1.1 The database capability allows ~~<<customer_short_name>>~~ Intrado Comm to offer an E911 service to its PBX end users that identifies to the PSAP the physical location of the ~~<<customer_short_name>>~~ Intrado Comm PBX 911 end user station telephone number for the 911 call that is placed by the end user.
- 6.3.2 ~~<<customer_short_name>>~~ Intrado Comm may order either the database capability or the transport component as desired or ~~<<customer_short_name>>~~ Intrado Comm may order both components of the service.
- 6.3.3 911 PBX Locate Database Capability. ~~<<customer_short_name>>~~'s Intrado Comm's end user or ~~<<customer_short_name>>~~'s Intrado Comm's end user's database management agent (DMA) must provide the end user PBX station telephone numbers and corresponding address and location data to AT&T's 911 database vendor. The data will be loaded and maintained in AT&T's ALI database.
- 6.3.4 Ordering, provisioning, testing and maintenance shall be provided by ~~<<customer_short_name>>~~ Intrado Comm pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the AT&T Interconnection Web site.
- 6.3.5 ~~<<customer_short_name>>~~'s Intrado Comm's end user, or ~~<<customer_short_name>>~~'s Intrado Comm's end user DMA must provide ongoing updates to AT&T's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of ~~<<customer_short_name>>~~ Intrado Comm to ensure that the end user or DMA maintain the data pertaining to each end user's extension managed by the 911 PBX Locate Service product. ~~<<customer_short_name>>~~ Intrado Comm should not submit telephone number updates for specific PBX station telephone numbers that are submitted by ~~<<customer_short_name>>~~'s Intrado Comm's end user, or ~~<<customer_short_name>>~~'s Intrado Comm's end user DMA under the terms of 911 PBX Locate product.

- 6.3.5.1 <<customer_short_name>> Intrado Comm must provision all PBX station numbers in the same LATA as the E911 tandem.
- 6.3.6 <<customer_short_name>> Intrado Comm agrees to release, indemnify, defend and hold harmless AT&T from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by <<customer_short_name>>'s Intrado Comm's end user or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by <<customer_short_name>> Intrado Comm or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by AT&T in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by AT&T's gross negligence or wilful misconduct. <<customer_short_name>> Intrado Comm is responsible for assuring that its authorized end users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to <<customer_short_name>>'s Intrado Comm's end user or DMA pursuant to these terms. Specifically, <<customer_short_name>>'s Intrado Comm's end user or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.
- 6.3.7 <<customer_short_name>> Intrado Comm may only use AT&T PBX Locate Service solely for the purpose of validating and correcting 911 related data for <<customer_short_name>>'s Intrado Comm's end users' telephone numbers for which it has direct management authority.
- 6.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires <<customer_short_name>> Intrado Comm to order a CAMA type dedicated trunk from <<customer_short_name>>'s Intrado Comm's end user premise to the appropriate AT&T 911 tandem pursuant to the following provisions.
- 6.3.8.1 Except as otherwise set forth below, a minimum of two (2) end user specific, dedicated 911 trunks are required between the <<customer_short_name>>'s Intrado Comm's end user premise and the AT&T 911 tandem as described in AT&T's TR 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the AT&T Interconnection Web site. <<customer_short_name>> Intrado Comm is responsible for connectivity between the end user's PBX and <<customer_short_name>>'s Intrado Comm's switch or POP location.

<<customer_short_name>> Intrado Comm will then order 911 trunks from their switch or POP location to the AT&T 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a <<customer_short_name>> Intrado Comm purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface).

<<customer_short_name>> Intrado Comm is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the AT&T 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

6.3.9 Ordering and Provisioning. <<customer_short_name>> Intrado Comm will submit an Access Service Request (ASR) to AT&T to order a minimum of two (2) end user specific 911 trunks from its switch or POP location to the AT&T 911 tandem.

6.3.9.1 Testing and maintenance shall be provided by <<customer_short_name>> Intrado Comm pursuant to the 911 PBX Locate Marketing Service description that is located on the AT&T Interconnection Web site.

6.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by <<customer_short_name>> Intrado Comm pursuant to the terms and conditions set forth in Attachment 3.

6.4 ALI to ALI Interoperability

6.4.1 Where AT&T and Intrado Comm are hosting ALI databases for PSAPs having adjoining jurisdictional boundaries Parties shall work cooperatively to replicate the pANI's loaded into their respective ALI hosts associated with those adjoined PSAPs. This shall support the ability to transfer wireless and VoIP E911 calls using pANI solutions for ALI retrieval and display. This may be done either by direct exchange of pANI tables/records between the Parties or by each Party receiving and processing pANI data directly from wireless and VoIP providers into their respective ALI/DBMS systems.

6.4.2 Both Parties shall agree to compare pANI tables at least once a year at no charge to each party so as to assure data integrity and the ability of their respective ALI hosts to steer across to the appropriate platform for wireless and/or VoIP E911 caller location information on ALI bids associated with transferred E911 calls.

6.4.3 Both Parties shall support the use of PSAP ALI Messaging (PAM) as the protocol for steering between the AT&T ALI hosts and the Intrado Comm ALI hosts. PAM protocol shall be made available with either No Record Found Steering (NRF) and/or Function of Change R (FOC-R) call processing.

7 **White Pages Listings**

- 7.1 AT&T shall provide <<customer_short_name>> Intrado Comm and its customers access to white pages directory listings under the following terms:
- 7.1.1 Listings. <<customer_short_name>> Intrado Comm shall provide all new, changed and deleted listings on a timely basis and AT&T or its agent will include <<customer_short_name>> Intrado Comm residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between <<customer_short_name>> Intrado Comm and AT&T customers. <<customer_short_name>> Intrado Comm shall provide listing information in accordance with the procedures set forth in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.
- 7.1.2 Unlisted/Non-Published Customers. <<customer_short_name>> Intrado Comm will be required to provide to AT&T the names, addresses and telephone numbers of all <<customer_short_name>> Intrado Comm customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in AT&T's GSST and shall not be subject to wholesale discount.
- 7.1.3 Inclusion of <<customer_short_name>> Intrado Comm Customers in Directory Assistance Database. AT&T will include and maintain <<customer_short_name>> Intrado Comm customer listings in AT&T's DA databases. <<customer_short_name>> Intrado Comm shall provide such Directory Assistance listings to AT&T at no charge.
- 7.1.4 Listing Information Confidentiality. AT&T will afford <<customer_short_name>>'s Intrado Comm's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.
- 7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by AT&T at tariffed rates as set forth in AT&T's GSST and shall not be subject to the wholesale discount.
- 7.1.6 Rates. So long as <<customer_short_name>> Intrado Comm provides listing information to AT&T as set forth in Section 7.1.2 above, AT&T shall provide to <<customer_short_name>> Intrado Comm one (1) basic White Pages directory listing per <<customer_short_name>> Intrado Comm customer at no charge other than applicable service order charges as set forth in AT&T's tariffs. Except in the case of a LSR submitted solely to port a number from AT&T, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T's tariffs shall apply, as

well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

- 7.2 Directories. AT&T or its agent shall make available White Pages directories to <<customer_short_name>> Intrado Comm customer at no charge or as specified in a separate agreement between <<customer_short_name>> Intrado Comm and AT&T's agent.
- 7.3 Procedures for submitting <<customer_short_name>> Intrado Comm Subscriber Listing Information (SLI) are found in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.
- 7.3.1 <<customer_short_name>> Intrado Comm authorizes AT&T to release all <<customer_short_name>> Intrado Comm SLI provided to AT&T by <<customer_short_name>> Intrado Comm to qualifying third parties. Such <<customer_short_name>> Intrado Comm SLI shall be intermingled with AT&T's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to <<customer_short_name>> Intrado Comm for AT&T's receipt of <<customer_short_name>> Intrado Comm SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent AT&T incurs costs to modify its systems to enable the release of <<customer_short_name>>'s Intrado Comm's SLI, or costs on an ongoing basis to administer the release of <<customer_short_name>> Intrado Comm SLI, <<customer_short_name>> Intrado Comm shall pay to AT&T its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of <<customer_short_name>>'s Intrado Comm's SLI, <<customer_short_name>> Intrado Comm will be notified. If <<customer_short_name>> Intrado Comm does not wish to pay its proportionate share of these reasonable costs, <<customer_short_name>> Intrado Comm may instruct AT&T that it does not wish to release its SLI to independent publishers, and <<customer_short_name>> Intrado Comm shall amend this Agreement accordingly. <<customer_short_name>> Intrado Comm will be liable for all costs incurred until the effective date of the agreement.
- 7.3.3 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by <<customer_short_name>> Intrado Comm under this Agreement. <<customer_short_name>> Intrado Comm shall indemnify, except to the extent caused by AT&T's gross negligence or willful misconduct, hold harmless and defend AT&T and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from AT&T's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate <<customer_short_name>> Intrado Comm listings or use of the SLI provided pursuant to this Agreement. AT&T may forward to <<customer_short_name>> Intrado Comm any complaints received by AT&T

relating to the accuracy or quality of <<customer_short_name>> Intrado Comm
listings.

- 7.3.4 Listings and subsequent updates will be released consistent with AT&T system changes and/or update scheduling requirements.

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Attachment 3
Network Interconnection

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NETWORK INTERCONNECTION

1 General

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-Bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2 Definitions: (For the purpose of this Attachment)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **AT&T Trunk Group** is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by <<customer_short_name>>.
- 2.4 **911 Service** is as described in this Attachment.
- 2.5 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).
- 2.6 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).
- 2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the The-Telcordia® LERG™ Routing Guide (LERG).
- 2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

- 2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the last choice trunk group between two (2) switches for which there is no alternate route.
- 2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.
- 2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of AT&T and <<customer_short_name>> Intrado Comm for the exchange of telecommunications traffic between the Parties.
- 2.15 **IntraLATA Toll Traffic** is as defined in this Attachment.
- 2.16 **ISP-Bound Traffic** is as defined in this Attachment.
- 2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.18 **Local Traffic** is as defined in this Attachment.
- 2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.21 **Serving Wire Center (SWC)** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.
- 2.23 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

- 2.24 **Transit Traffic** is traffic originating on <<customer_short_name>>'s Intrado Comm's network that is switched and/or transported by AT&T and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by AT&T and delivered to <<customer_short_name>>'s Intrado Comm's network.

3 **Network Interconnection**

- 3.1 This Attachment pertains only to the provision of network interconnection where <<customer_short_name>> Intrado Comm owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within AT&T's network. Requests to AT&T for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) Process set forth in Attachment 11.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within AT&T's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds eight point nine (8.9) million minutes per month for three (3) consecutive months at the proposed location of the additional IP. AT&T will not request the establishment of an IP in an AT&T Central Office where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available. When the Parties agree to utilize two-way

interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 Interconnection via Dedicated Facilities

3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.4 Fiber Meet. Notwithstanding Sections 3.2.1, 3.2.2, and 3.2.3 above, if <<customer_short_name>> Intrado Comm elects to establish interconnection with AT&T pursuant to a Fiber Meet Local Channel, <<customer_short_name>> Intrado Comm and AT&T shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, <<customer_short_name>>'s Intrado Comm's SONET transmission system must be compatible with AT&T's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.2 The Parties shall agree to a Fiber Meet point between the AT&T Serving Wire Center and the <<customer_short_name>> Intrado Comm Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet point. AT&T shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type CLLI code will be established for each Fiber

Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.3 Upon verbal request by Intrado Comm <<customer_short_name>>, AT&T shall allow <<customer_short_name>> Intrado Comm access to the fusion splice point for the Fiber Meet point for maintenance purposes on <<customer_short_name>>'s Intrado Comm's side of the Fiber Meet point.

3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and or BellSouth's FCC No. 1 Tariff.

4 Interconnection Trunk Group Architectures

4.1 AT&T and <<customer_short_name>> Intrado Comm shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Attachment. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.

4.2 <<customer_short_name>> Intrado Comm shall establish an interconnection trunk group(s) to at least one (1) AT&T access tandem within the LATA for the delivery of <<customer_short_name>>'s Intrado Comm's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent <<customer_short_name>> Intrado Comm desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which <<customer_short_name>> Intrado Comm has established interconnection trunk groups, <<customer_short_name>> Intrado Comm shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment. Establishment of E911 connection is exempted from this Multiple Tandem Access requirement.

4.2.1 Notwithstanding the forgoing, <<customer_short_name>> Intrado Comm shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where <<customer_short_name>> Intrado Comm has homed (i.e., assigned) its NPA/NXXs. <<customer_short_name>> Intrado Comm shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to

which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. <<customer_short_name>> Intrado Comm shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

- 4.3 Switched access traffic will be delivered to and from IXC's based on <<customer_short_name>>'s Intrado Comm's NXX access tandem homing arrangement as specified by <<customer_short_name>> Intrado Comm in the LERG.
- 4.4 Any <<customer_short_name>> Intrado Comm interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to <<customer_short_name>> Intrado Comm from an AT&T switch, and (3) requires special AT&T switch translations and other network modifications will require <<customer_short_name>> Intrado Comm to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11.
- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between AT&T and <<customer_short_name>> Intrado Comm are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate AT&T intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at fifty percent (50%) of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. <<customer_short_name>> Intrado Comm shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where <<customer_short_name>> Intrado Comm is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the Access Service Request (ASR) process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through AT&T's Carrier Interconnection Switching Center (CISC) Project Management Group and <<customer_short_name>>'s Intrado Comm's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a

new trunk group or (2) a request for more than one hundred ninety-two (192) trunks on a single or multiple group(s) in a given AT&T local calling area.

4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic

4.10.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. <<customer_short_name>> Intrado Comm shall order such two-way trunks via the ASR process. AT&T will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 6 below. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.

4.10.2 AT&T Access Tandem Interconnection. AT&T Access Tandem interconnection at a single Access Tandem provides access to those End Offices subtending that access tandem (Intratandem Access). Access Tandem interconnection is available for any of the following access tandem architectures:

4.10.2.1 Basic Architecture. In the basic architecture, <<customer_short_name>>'s Intrado Comm's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between <<customer_short_name>> Intrado Comm and AT&T Access Tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between <<customer_short_name>> Intrado Comm and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> Intrado Comm desires to exchange traffic. This trunk group also carries <<customer_short_name>> Intrado Comm originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Intrado Comm <<customer_short_name>>. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.2.2

One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for Intrado Comm <<customer_short_name>> originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for AT&T end users. A second one-way trunk group carries AT&T-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for <<customer_short_name>> Intrado Comm end users. A two-way trunk group provides Intratandem Access for <<customer_short_name>>'s Intrado Comm's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer_short_name>> Intrado Comm and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> Intrado Comm exchanges traffic. This trunk group also carries <<customer_short_name>> Intrado Comm originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Intrado Comm <<customer_short_name>>. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C. One-way trunk group configurations are used to support E911 intertandem-selective routing transfers between PSAPs served by AT&T 's E911 network and PSAPs served by Intrado's IEN network. E911 transfers originating from Intrado IEN PSAPs shall be routed over one-way trunk groups terminating at the ATT E911 SR and shall be the responsibility of Intrado Comm. E911 transfers originating from AT&T PSAPs shall be routed over one-way trunk groups terminating at the Intrado IEN POI. Intelligent Emergency Network. The Parties shall support such one-way trunking configurations- in accordance with the capabilities of the AT&T SR. Parties shall also provide and maintain with each other cooperatively maintain the requisite trunk and/or dial plan translationss to initiate and complete enable inter-tandem selective routing E911 call transfers where the AT&T generic software supports such arrangements..

4.10.2.3

Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between <<customer_short_name>> Intrado Comm and AT&T. In addition, a separate two-way transit trunk group must be established for <<customer_short_name>>'s Intrado Comm's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer_short_name>> Intrado Comm and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> Intrado Comm exchanges traffic. This trunk group also carries <<customer_short_name>> Intrado Comm originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC

tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Intrado Comm<<customer_short_name>>. However, where <<customer_short_name>> Intrado Comm is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.2.4

Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and <<customer_short_name>>'s Intrado Comm's Transit Traffic are exchanged on a single two-way trunk group between <<customer_short_name>> Intrado Comm and AT&T to provide Intratandem Access to Intrado Comm<<customer_short_name>>. This trunk group carries Transit Traffic between <<customer_short_name>> Intrado Comm and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> Intrado Comm desires to exchange traffic. This trunk group also carries <<customer_short_name>> Intrado Comm originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to <<customer_short_name>>. However, where <<customer_short_name>> Intrado Comm is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.2.5

Multiple Tandem Access (MTA) Interconnection

4.10.2.5.1

Where <<customer_short_name>> Intrado Comm does not choose access tandem interconnection at every AT&T Access Tandem within a LATA, <<customer_short_name>> Intrado Comm must utilize AT&T's MTA interconnection. To utilize MTA <<customer_short_name>> Intrado Comm must establish an interconnection trunk group(s) at a minimum of one (1) AT&T Access Tandem within each LATA as required. AT&T will route <<customer_short_name>>'s Intrado Comm's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. <<customer_short_name>> Intrado Comm must also establish an interconnection trunk group(s) at all AT&T Access Tandems where <<customer_short_name>> Intrado Comm NXXs are homed as described in Section 4.2.1 above. If <<customer_short_name>> Intrado Comm does not have

NXXs homed at any particular AT&T Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T Access Tandem, <<customer_short_name>> Intrado Comm can order MTA in each AT&T Access Tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate <<customer_short_name>>'s Intrado Comm's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those AT&T Access Tandems where <<customer_short_name>> Intrado Comm does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines.

4.10.2.5.2 <<customer_short_name>> Intrado Comm may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or terminated to <<customer_short_name>> Intrado Comm will be delivered to and from IXCs based on <<customer_short_name>>'s Intrado Comm's NXX access tandem homing arrangement as specified by <<customer_short_name>> Intrado Comm in the LERG.

4.10.2.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.

4.10.2.5.4 To the extent <<customer_short_name>> Intrado Comm does not purchase MTA in a LATA served by multiple Access Tandems, <<customer_short_name>> Intrado Comm must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent <<customer_short_name>> Intrado Comm routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, <<customer_short_name>> Intrado Comm shall pay AT&T the associated MTA charges.

4.10.3 Local Tandem Interconnection

4.10.3.1 Local Tandem Interconnection arrangement allows <<customer_short_name>> Intrado Comm to establish an interconnection trunk group(s) at AT&T local tandems for: (1) the delivery of Intrado Comm <<customer_short_name>>-originated Local Traffic and ISP-Bound Traffic transported and terminated by AT&T to AT&T End Offices served by those AT&T local tandems, and (2) for local Transit Traffic transported by AT&T for third party network providers who have also established an interconnection trunk group(s) at those AT&T local tandems.

4.10.3.2 When a specified local calling area is served by more than one (1) AT&T local tandem, <<customer_short_name>> Intrado Comm must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, <<customer_short_name>> Intrado Comm may choose to establish an interconnection trunk group(s) at the AT&T local

tandems where it has no codes homing but is not required to do so.

<<customer_short_name>> Intrado Comm may deliver Local Traffic and ISP-Bound Traffic to a "home" AT&T local tandem that is destined for other AT&T or third party network provider end offices subtending other AT&T local tandems in the same local calling area where <<customer_short_name>> Intrado Comm does not choose to establish an interconnection trunk group(s). It is <<customer_short_name>>'s Intrado Comm's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to <<customer_short_name>>'s Intrado Comm's codes. Likewise, <<customer_short_name>> Intrado Comm shall obtain its routing information from the LERG.

4.10.3.3 Notwithstanding establishing an interconnection trunk group(s) to AT&T's local tandems, <<customer_short_name>> Intrado Comm must also establish an interconnection trunk group(s) to AT&T Access Tandems within the LATA on which <<customer_short_name>> Intrado Comm has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access and toll traffic, and traffic to Type 2A CMRS connections located at the Access Tandems. AT&T shall not switch SWA traffic through more than one AT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the AT&T Access Tandem for completion. (Type 2A CMRS interconnection is defined in Section A35 of AT&T's GSST).

4.10.3.4 AT&T's provisioning of Local Tandem Interconnection assumes that <<customer_short_name>> Intrado Comm has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.4 Direct End Office-to-End Office Interconnection

4.10.4.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:

4.10.4.2.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between <<customer_short_name>> Intrado Comm and AT&T.

4.10.4.2.2 Traffic Volume. To the extent either Party has the capability to measure the amount of traffic between <<customer_short_name>>'s Intrado Comm's switch

and an AT&T End Office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.4.2.3 Mutual Agreement. The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.5 Transit Traffic Trunk Group

4.10.5.1 Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by <<customer_short_name>> Intrado Comm to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at AT&T Access and Local Tandems provides Intratandem Access to the third parties also interconnected at those tandems. <<customer_short_name>> Intrado Comm shall be responsible for all recurring and nonrecurring charges associated with Transit Traffic trunks and facilities.

4.10.5.2 Toll Free Traffic

4.10.5.2.1 If <<customer_short_name>> Intrado Comm chooses AT&T to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from AT&T's switches, all <<customer_short_name>> Intrado Comm originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.5.2.2 <<customer_short_name>> Intrado Comm may choose to perform its own Toll Free database queries from its switch. In such cases, <<customer_short_name>> Intrado Comm will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is an AT&T local or intraLATA Toll Free call, <<customer_short_name>> Intrado Comm will route the post-query local or IntraLATA converted ten (10)-digit local number to AT&T over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, <<customer_short_name>> Intrado Comm will route the post-query local or intraLATA converted ten (10)-digit local number to AT&T over the Transit Traffic Trunk Group and <<customer_short_name>> Intrado Comm shall provide to AT&T a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, <<customer_short_name>> Intrado Comm will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are

not directly connected to <<customer_short_name>>'s Intrado Comm's network but that are connected to AT&T's Access Tandem.

- 4.10.5.2.3 All post-query Toll Free calls for which <<customer_short_name>> Intrado Comm performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend an AT&T Access Tandem within the LATA.

5 Network Design And Management For Interconnection

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS1 pursuant to Telcordia Standard No. GR-NWT-00499. Where <<customer_short_name>> Intrado Comm chooses to utilize SS7 signaling, also known as CCS7, SS7 connectivity is required between the <<customer_short_name>> Intrado Comm switch and the AT&T STP. AT&T will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the AT&T Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

- 5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6 Forecasting for Trunk Provisioning

- 6.1 Within six (6) months after execution of this Agreement, <<customer_short_name>> Intrado Comm shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within AT&T's Southeast region. Upon receipt of <<customer_short_name>>'s Intrado Comm's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed Confidential Information under the General Terms and Conditions.

- 6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Intrado Comm <<customer_short_name>>-to-AT&T one-way trunks

(~~<<customer_short_name>>~~ Intrado Comm Trunks), AT&T-to-
~~<<customer_short_name>>~~ Intrado Comm one-way trunks (AT&T Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop AT&T Trunk Groups and/or two-way interconnection trunk forecast quantities.

6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (e.g., local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for ~~<<customer_short_name>>~~ Intrado Comm location and AT&T location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

6.2 Once initial interconnection trunk forecasts have been developed, ~~<<customer_short_name>>~~ Intrado Comm shall continue to provide interconnection trunk forecasts at mutually agreeable intervals.
~~<<customer_short_name>>~~ Intrado Comm shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1 above.

6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

6.4 Trunk Utilization

6.4.1 For the AT&T Trunk Groups that are Final Trunk Groups (AT&T Final Trunk Groups), AT&T and ~~<<customer_short_name>>~~ Intrado Comm shall monitor traffic on each AT&T Final Trunk Group that is ordered and installed. The Parties agree that the AT&T Final Trunk Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) days of installation. The Parties agree that the AT&T Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred eighty (180) days of installation. Any AT&T Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "under-

utilized" trunks. Subject to Section 6.4.2 below, AT&T may disconnect any under-utilized AT&T Final Trunk Groups and <<customer_short_name>> Intrado Comm shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any. E911 End Office and Intertandem trunks are exempted from these utilization requirements.

6.4.2 AT&T's CISC will notify <<customer_short_name>> Intrado Comm of any under-utilized AT&T Trunk Groups and the number of such trunk groups that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated <<customer_short_name>> Intrado Comm interface. <<customer_short_name>> Intrado Comm will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which <<customer_short_name>> Intrado Comm expects to need such trunks. AT&T's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with <<customer_short_name>> Intrado Comm to determine if agreement can be reached on the number of AT&T Final Trunk Groups to be removed. If no agreement can be reached, AT&T will issue disconnect orders to Intrado Comm <<customer_short_name>>. The due date of these orders will be four (4) weeks after <<customer_short_name>> Intrado Comm was first notified in writing of the underutilization of the trunk groups.

6.4.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6.4.4 For the two-way trunk groups, AT&T and <<customer_short_name>> Intrado Comm shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within ninety (90) days of the installation of the AT&T two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within one hundred eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. AT&T will request the disconnection of any under-utilized two-way trunk(s) and <<customer_short_name>> Intrado Comm shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

6.4.4.1 AT&T's CISC will notify <<customer_short_name>> Intrado Comm of any under-utilized two-way trunk groups and the number of trunks that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated <<customer_short_name>> Intrado Comm interface.

<<customer_short_name>> Intrado Comm will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which <<customer_short_name>> Intrado Comm expects to need such trunks. AT&T's CISC Project Manager and CCM will discuss the information with <<customer_short_name>> Intrado Comm to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, <<customer_short_name>> Intrado Comm will issue disconnect orders to AT&T. The due date of these orders will be four (4) weeks after <<customer_short_name>> Intrado Comm was first notified in writing of the under-utilization of the trunk groups.

6.4.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7 Local Dialing Parity

7.1 AT&T and <<customer_short_name>> Intrado Comm shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating Telecommunications Services that require dialing to route a call.

8 Interconnection Compensation

8.1 Compensation for Call Transport and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates from one Party's customer located in one exchange and terminates to the other Party's customer in either the same exchange, or other local calling area associated with the originating calling party's exchange as defined and specified in Section A3 of AT&T's GSST.

8.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other

local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.

8.1.3.1 Neither Party shall pay compensation to the other Party for per minute of use rate for E911 traffic delivered to AT&T SR or E911 intertandem-selective routing call transfers

- 8.1.4 The appropriate elemental rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and for MTA as described in this Attachment.

- 8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call. If <<customer_short_name>> Intrado Comm delivers Switched Access Traffic to AT&T for termination in violation of this Section, AT&T shall charge <<customer_short_name>> Intrado Comm terminating switched access charges as set forth in AT&T's Intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate. Additionally, such delivery of traffic shall constitute improper use of AT&T facilities as set forth in Section 1.5.2 of Attachment 7 of this Agreement.

- 8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.

- 8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party AT&T's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariffs and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other Party's customer's presubscribed interexchange carrier or if one (1) Party's customer uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate AT&T originating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission.

- 8.1.7 If <<customer_short_name>> Intrado Comm assigns NPA/NXXs to specific AT&T rate centers within the LATA and assigns numbers from those NPA/NXXs

to <<customer_short_name>> Intrado Comm customer physically located outside of that LATA, AT&T traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a <<customer_short_name>> Intrado Comm customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, <<customer_short_name>> Intrado Comm agrees to identify such interLATA traffic to AT&T and to compensate AT&T for originating and transporting such interLATA traffic to <<customer_short_name>> Intrado Comm at BellSouth's FCC No. 1 Tariff rates.

- 8.2 If <<customer_short_name>> Intrado Comm does not identify such interLATA traffic to AT&T, AT&T will determine which whole <<customer_short_name>> Intrado Comm NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. AT&T shall make appropriate billing adjustments if <<customer_short_name>> Intrado Comm can provide sufficient information for AT&T to determine whether or not said traffic is Local or ISP-Bound Traffic.

8.3 Jurisdictional Reporting

- 8.3.1 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

- 8.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

- 8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at BellSouth's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for

Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to <<customer_short_name>>. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where AT&T has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at AT&T's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by Intrado Comm<<customer_short_name>>. In the event that AT&T opts to utilize its own data to determine jurisdictional reporting factors, AT&T shall notify <<customer_short_name>> Intrado Comm at least fifteen (15) days prior to the beginning of the calendar quarter in which AT&T will begin to utilize its own data.

8.3.5 Audits. On thirty (30) days written notice, <<customer_short_name>> Intrado Comm must provide AT&T the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. <<customer_short_name>> Intrado Comm shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by Intrado Comm<<customer_short_name>>. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, <<customer_short_name>> Intrado Comm is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, <<customer_short_name>> Intrado Comm shall reimburse AT&T for the cost of the audit.

8.4 Compensation for IntraLATA 8XX Traffic. <<customer_short_name>> Intrado Comm shall pay the appropriate switched access charges set forth in the AT&T's intrastate Access Services tariff and/or BellSouth's FCC No. 1 Tariff. <<customer_short_name>> Intrado Comm will pay AT&T the database query

charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. <<customer_short_name>> Intrado Comm will be responsible for any applicable Common Channel Signaling (SS7) charges.

8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.

8.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). AT&T's provision of 8XX TFD to <<customer_short_name>> Intrado Comm requires interconnection from <<customer_short_name>> Intrado Comm to AT&T's 8XX Signal Channel Point. Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. <<customer_short_name>> Intrado Comm shall establish SS7 interconnection at the AT&T LSTPs serving the AT&T 8XX Signal Channel Points that <<customer_short_name>> Intrado Comm desires to query. The terms and conditions for 8XX TFD are set out in the appropriate AT&T Access Services Tariff.

8.5 Mutual Provision of Switched Access Service

8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method or method of originating or terminating the call, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

8.5.2 If an AT&T end user chooses <<customer_short_name>> Intrado Comm as their presubscribed interexchange carrier, or if an AT&T end user uses <<customer_short_name>> Intrado Comm as an interexchange carrier on a 101XXXX basis, AT&T will charge <<customer_short_name>> Intrado Comm the appropriate AT&T tariff charges for originating switched access services.

8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating,

switched access charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.

8.5.4 When <<customer_short_name>>'s Intrado Comm's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing AT&T facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by <<customer_short_name>> Intrado Comm as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish Meet Point Billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

8.5.4.1 In cases where <<customer_short_name>> Intrado Comm has a unique hosted Revenue Accounting Office (RAO) code and <<customer_short_name>>'s Intrado Comm's end office subtends the AT&T Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via AT&T's Access Tandem switch, AT&T, as the tandem company agrees to provide to Intrado Comm <<customer_short_name>>, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

8.5.5 AT&T, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

8.5.6 <<customer_short_name>> Intrado Comm shall not deliver switched access traffic to AT&T for termination over any trunks and facilities other than <<customer_short_name>> Intrado Comm ordered switched access trunks and facilities.

8.6 Transit Traffic

8.6.1 AT&T shall provide tandem switching and transport services for <<customer_short_name>>'s Intrado Comm's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for Tandem Switching, Common Transport and Tandem Intermediary Charge as set forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between <<customer_short_name>> Intrado Comm and Wireless Type 1 third parties or Wireless Type 2A third parties

that do not engage in Meet Point Billing with AT&T shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

- 8.6.2 The delivery of traffic that transits the AT&T network is excluded from any AT&T billing guarantees. AT&T agrees to deliver Transit Traffic to the terminating carrier; provided, however, that <<customer_short_name>> Intrado Comm is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to Intrado Comm <<customer_short_name>>. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of Transit Traffic, <<customer_short_name>> Intrado Comm shall reimburse AT&T for such charges or costs.
- 8.7 For purposes of intercarrier compensation, AT&T will not be responsible for any compensation associated with the exchange of traffic between <<customer_short_name>> Intrado Comm and a CLEC utilizing AT&T switching. Where technically feasible, AT&T will use commercially reasonable efforts to provide records to <<customer_short_name>> Intrado Comm to identify those CLECs utilizing AT&T switching with whom <<customer_short_name>> Intrado Comm has exchanged traffic. Such traffic shall not be considered Transit Traffic from a routing or billing perspective, but instead will be considered as traffic exchanged solely between <<customer_short_name>> Intrado Comm and the CLEC utilizing AT&T switching.
- 8.7.1 <<customer_short_name>> Intrado Comm is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of traffic with a CLEC utilizing AT&T switching. AT&T will not be liable for any compensation to the terminating carrier or to Intrado Comm <<customer_short_name>>. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of such traffic, <<customer_short_name>> Intrado Comm shall reimburse AT&T for all such charges or costs.
- 8.8 <<customer_short_name>> Intrado Comm shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

9 Ordering Charges

- 9.1 The facilities purchased pursuant to this Attachment shall be ordered via the ASR process.

- 9.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

10 Basic 911 and E911 Interconnection

- 10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

- 10.2 Basic 911 Interconnection. AT&T will provide to <<customer_short_name>> Intrado Comm a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. <<customer_short_name>> Intrado Comm will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by AT&T. <<customer_short_name>> Intrado Comm will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, <<customer_short_name>> Intrado Comm will be required to begin using E911 procedures.

- 10.3 E911 Interconnection. <<customer_short_name>> Intrado Comm shall install a minimum of two (2) dedicated trunks originating from its SWCPoint of Interconnection (POI) and terminating to the appropriate E911 tandem. The SWCPOI must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (one point five forty-four (1.544) Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, <<customer_short_name>> Intrado Comm shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the AT&T Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. <<customer_short_name>> Intrado Comm will be required to provide AT&T daily updates to the E911 database where AT&T is the designated E911 service provider. <<customer_short_name>> Intrado Comm will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by AT&T where AT&T is the designated E911 service provider. If the E911 tandem trunks are not available where AT&T is the designated E911 service provider, <<customer_short_name>> Intrado Comm will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over AT&T's interoffice network and will not carry the ANI of the calling party. <<customer_short_name>> Intrado Comm shall be responsible for providing AT&T, where AT&T is the

designated E911 service provider, with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

10.3.1 Intrado Comm and AT&T may deploy bi-directional inter-SR trunking using one way trunk configurations that will allow transfers between PSAPs subtending on AT&T selective routers and PSAPs subtending on the Intrado Comm SR. Intrado Comm will be responsible for deploying and maintaining one way trunks from the Intrado IEN for PSAP call transfers from Intrado Comm subtending PSAPs to AT&T subtending PSAPS. AT&T will be responsible for deploying and maintaining one way trunks from the AT&T for PSAP call transfers from the AT&T subtending PSAPs to Intrado Comm subtending PSAPS. The configuration of these inter-selective router trunk groups shall be designed to support the existing E911 generic of the AT&T selective router tandem. AT&T will notify Intrado Comm of any upgrades to the AT&T E911 generic in the SR that would allow for a different trunking configuration to support inter-tandem transfer. This may include, but is not limited to: (a) Maintenance of location specific route index dial plan translations to enable PSAP-to-PSAP inter-SR call transfers; (b) Establishment and maintenance of trunk routing translations to enable PSAP-to-PSAP call transfers; consistent with generic capabilities of the AT&T SR; (c) Notification to the connecting party of impending changes to call transfer translations and/or changes to the inter-tandem trunk group at least 30 days in advance of the activation date, as well as coordination of testing coincident with activation of the changes.

10.3.2 Each party will have a sufficient number of inter-tandem trunks to support simultaneous inter-tandem PSAP call transfers such that a P.01 grade of service is attained. AT&T will alert Intrado Comm of any AT&T selective routing generic software modifications applied that will enable PSAP-to-PSAP call transfer applications for PSAPs served by an AT&T selective router that was formerly identified as being technically incapable of accommodating those call transfer arrangements as defined in Section 10.3.1. Each party will establish and maintain appropriate Selective Routing Database updates and/or trunk routing translations, as required, to support inter tandem E9-1-1 PSAP call transfer capability requested by the controlling 911 authority. Each party will be responsible for the alarming and monitoring their respective originating E9-1-1 inter-selective routing trunks. Each party shall notify the other of any service outages on their respective inter-selective routing trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.

Intrado Comm and AT&T may deploy bi-directional inter-SR trunking using one way trunk configurations that will allow transfers between PSAPs subtending on AT&T selective routers and PSAPs subtending on the Intrado Comm SR. Intrado Comm will be responsible for deploying and maintaining one way trunks from the Intrado IEN for PSAP call transfers from Intrado Comm subtending PSAPs to AT&T subtending PSAPS. AT&T will be responsible for deploying and maintaining one way trunks from the AT&T for PSAP call transfers from the AT&T subtending PSAPs to Intrado Comm subtending PSAPS. The configuration of these inter-selective router trunk groups shall be designed to support the existing E911 generic of the AT&T selective router tandem. AT&T will notify Intrado Comm of any upgrades to the AT&T E911 generic in the SR that would allow for a different trunking configuration to support inter-tandem transfer. This may include, but is not limited to: (a) Maintenance of location specific route index dial plan translations to enable PSAP-to-PSAP inter-SR call transfers; (b) Establishment and maintenance of trunk routing translations to enable PSAP-to-PSAP call transfers; consistent with generic capabilities of the AT&T SR; (c) Notification to the connecting party of impending changes to call transfer translations and/or changes to the inter-tandem trunk group at least 30 days in advance of the activation date, as well as coordination of testing coincident with activation of the changes.

~~Each party will have a sufficient number of inter-tandem trunks to support simultaneous inter-tandem PSAP call transfers such that a P-01 grade of service is attained. AT&T will alert Intrado Comm of any AT&T selective routing generic software modifications applied that will enable PSAP to PSAP call transfer applications for PSAPs served by a AT&T selective router that was formerly identified as being technically incapable of accommodating these call transfer arrangements as defined in Section 10.3.1. Each party will establish and maintain appropriate Selective Routing Database updates and/or trunk routing translations, as required, to support inter-tandem E9-1-1 PSAP call transfer capability requested by the controlling 911 authority. Each party will be responsible for the alarming and monitoring their respective originating E9-1-1 inter-selective routing trunks. Each party shall notify the other of any service outages on their respective inter-selective routing trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.~~

10.4 Trunks and facilities for 911 Interconnection may be ordered by
~~<<customer_short_name>>~~ Intrado Comm from AT&T pursuant to the terms and conditions set forth in this Attachment.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the AT&T Interconnection Services Web site.

11 SS7 Network Interconnection

11.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to ANI, originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7 based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require AT&T to send SS7 messages or call-related database queries to ~~<<customer_short_name>>~~'s Intrado Comm's or any other third party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

11.2 Signaling Call Information. AT&T and ~~<<customer_short_name>>~~ Intrado Comm will send and receive ten (10) digits for Local Traffic. Additionally, AT&T and ~~<<customer_short_name>>~~ Intrado Comm will exchange the proper call information, (i.e., originated call company number and destination call company number, CIC, and OZZ) including all proper translations for routing between networks and any information necessary for billing.

11.3 SS7 Network Interconnection is the interconnection of
~~<<customer_short_name>>~~ Intrado Comm LSTP switches or
~~<<customer_short_name>>~~ Intrado Comm local or tandem switching systems

with AT&T STP switches. This interconnection provides connectivity that enables the exchange of SS7 messages among AT&T switching systems and databases, <<customer_short_name>> Intrado Comm local or tandem switching systems, and other third party switching systems directly connected to the AT&T SS7 network.

- 11.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of AT&T switching systems and databases and <<customer_short_name>> Intrado Comm or other third party switching systems with A-link access to the AT&T SS7 network.
- 11.3.2 If traffic is routed based on dialed or translated digits between a <<customer_short_name>> Intrado Comm local switching system and an AT&T or other third party local switching system, either directly or via an AT&T tandem switching system, then it is a requirement that the AT&T SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (i.e., Automatic Callback, Automatic Recall, and Screening List Editing) between the <<customer_short_name>> Intrado Comm LSTP switches and AT&T or other third party local switch.
- 11.3.3 SS7 Network Interconnection shall provide:
- 11.3.3.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 11.3.3.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 11.3.3.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 11.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is an AT&T switching system or DB, or is another third party local or tandem switching system directly connected to the AT&T SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a <<customer_short_name>> Intrado Comm local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of <<customer_short_name>> Intrado Comm LSTPs and shall not include SCCP Subsystem Management of the destination.
- 11.3.5 SS7 Network Interconnection shall provide all functions of the ISUP as specified in ANSI T1.113.
- 11.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.

- 11.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of AT&T STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 11.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect <<customer_short_name>> Intrado Comm or Intrado Comm's <<customer_short_name>> designated local or tandem switching systems or signaling transfer point switches to the AT&T SS7 network:
- 11.4.1 A-link interface from <<customer_short_name>> Intrado Comm local or tandem switching systems; and
- 11.4.2 B-link interface from <<customer_short_name>> Intrado Comm STPs.
- 11.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the AT&T STP is located. There shall be a DS1 or higher rate transport interface at each of the signaling points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 11.4.4 AT&T shall provide intraoffice diversity between the Signaling Point of Interconnection and the AT&T STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to an AT&T STP.
- 11.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 11.4.6 AT&T shall set message screening parameters to accept messages from <<customer_short_name>> Intrado Comm local or tandem switching systems destined to any signaling point in the AT&T SS7 network with which the <<customer_short_name>> Intrado Comm switching system has a valid signaling relationship.
- 11.5 Rates. The Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party for ISUP CCS7 signaling messages associated with Local Traffic. The portion of ISUP CCS7 signaling messages utilized for Local Traffic, which is subject to bill and keep in accordance with this section, shall be determined based upon the application of the applicable signaling factors set forth in AT&T's Jurisdictional Factors Reporting Guide. All other CCS7 signaling messages associated with Local Traffic will be billed at the rates set forth in Exhibit A. In addition, CCS7 facility charges, including charges for signaling ports and signaling links, utilized for Local Traffic will be billed at the rates set forth in Exhibit A. CCS7 signaling messages, signaling ports, and signaling links associated with interstate calls and with intrastate non-local calls,

shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and BellSouth's FCC No. 1 Tariff for switched access services.

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Basic Architecture

Exhibit B

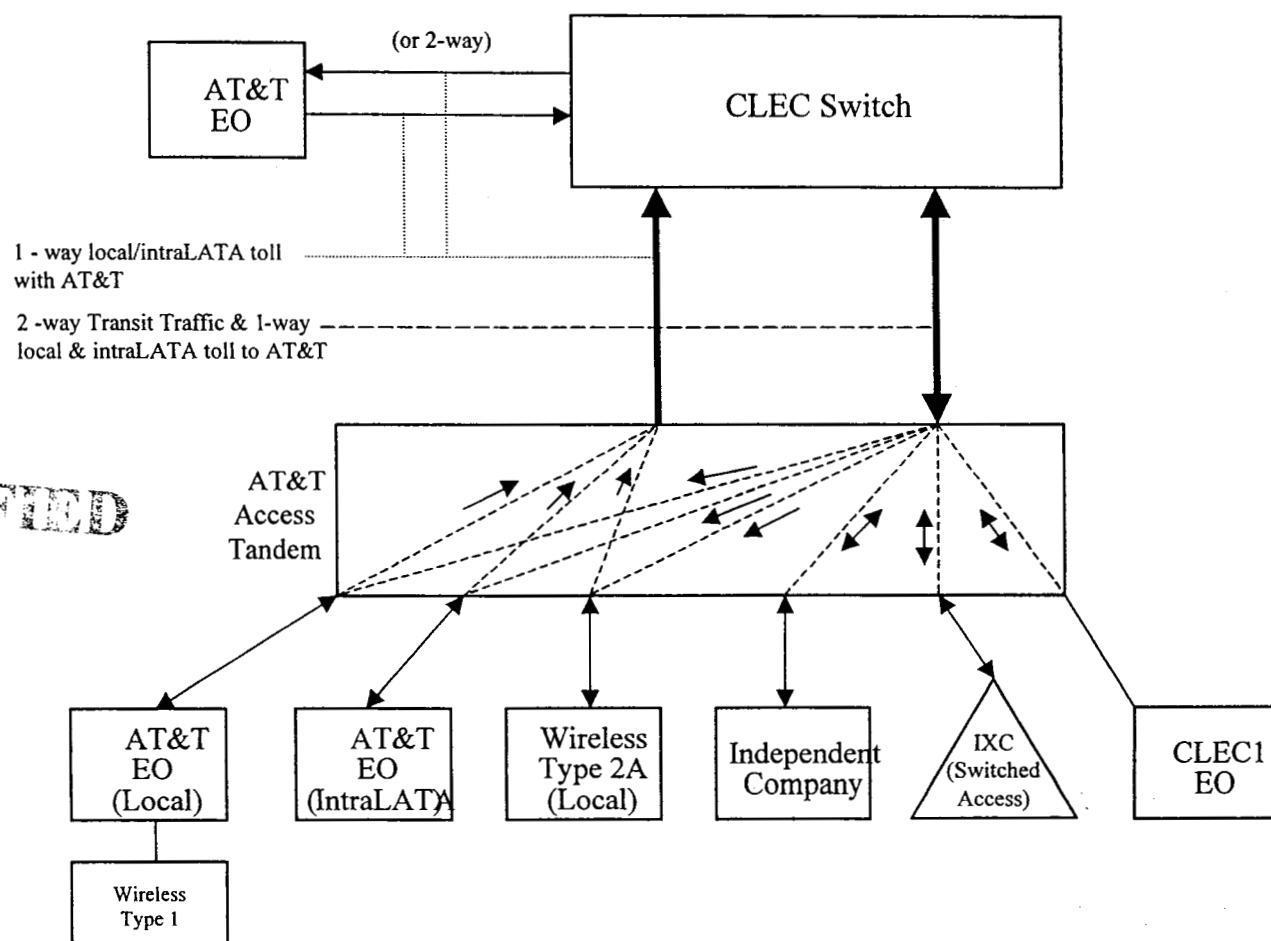
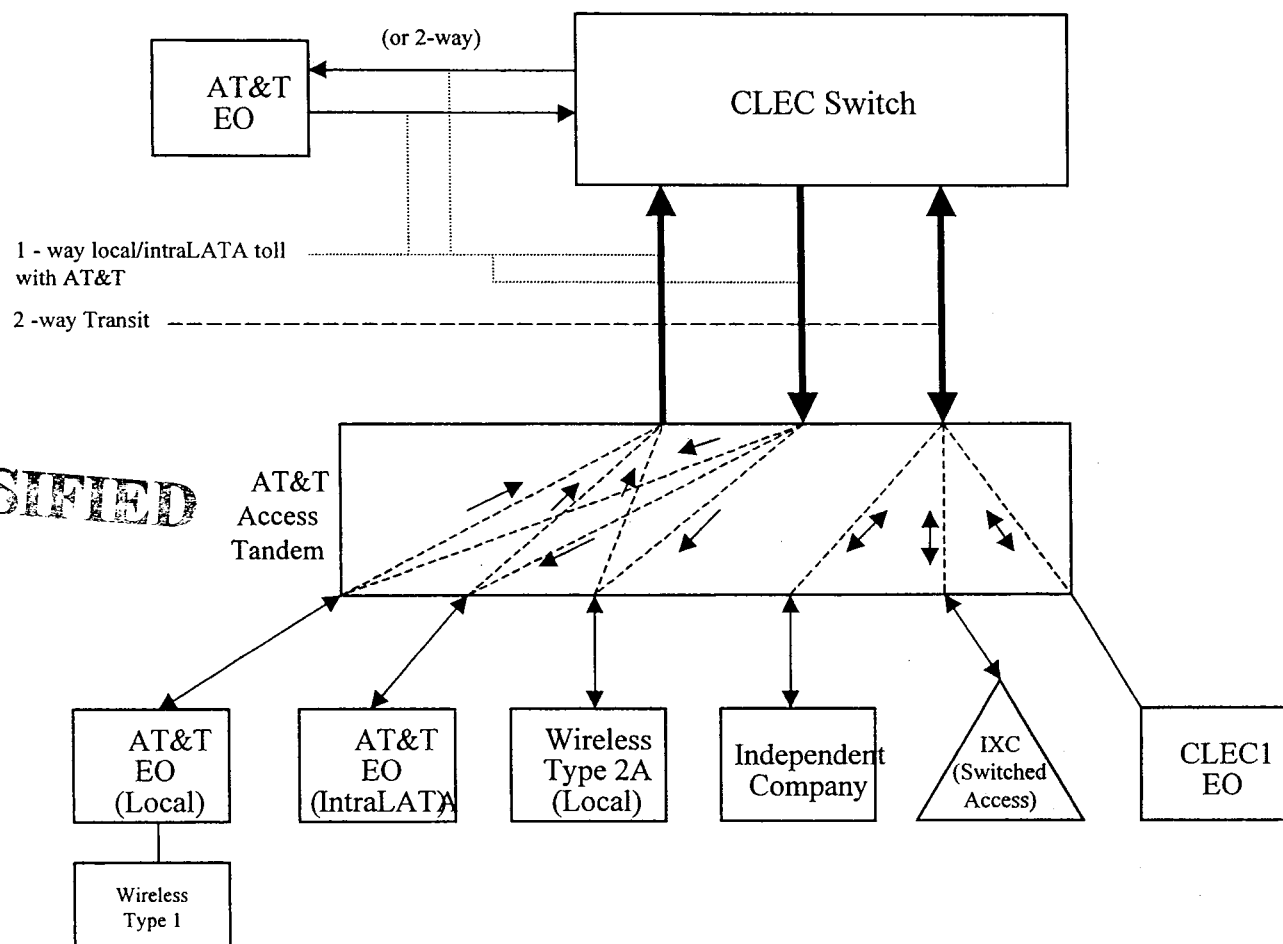


Exhibit C

One-Way Architecture

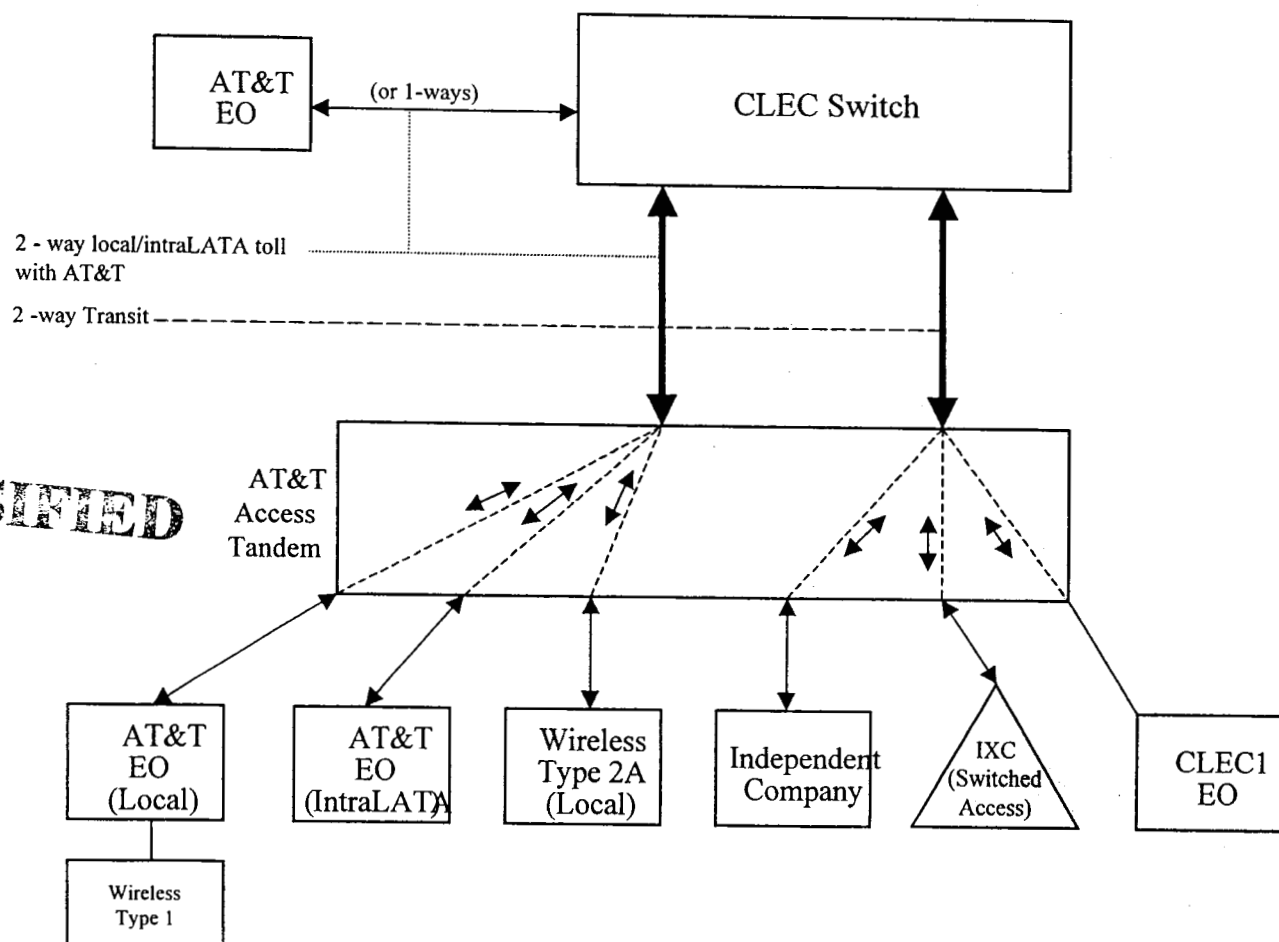


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Two-Way Architecture

Exhibit D



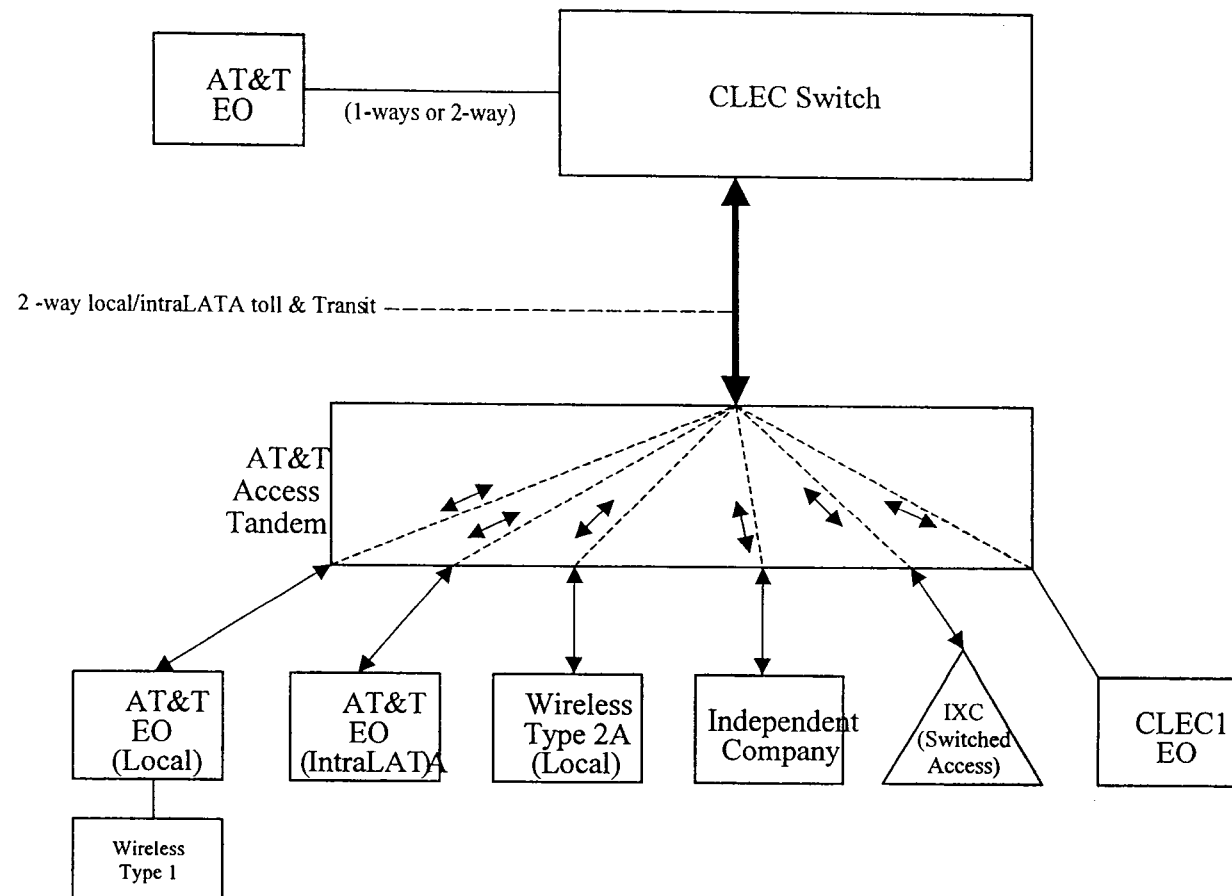
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Exhibit E

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Supergroup Architecture



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From: Hicks, Thomas
Sent: Tuesday, December 18, 2007 6:49 PM
To: Ferguson, Karon
Cc: Hicks, Thomas
Subject: Intrado - AT&T 251 Agreement

Dear Karon,

Thank you for AT&T's December 13, 2007 response to Intrado's October 11, 2007 mark-up of three Appendices to the AT&T 9-state template interconnection agreement. As indicated in Intrado's initial request for negotiation, Intrado is seeking to enter into a multi-state interconnection agreement with AT&T covering its 22-state operating territory. As you know, Intrado's request for a 22-state agreement is consistent with the Federal Communications Commission's merger condition requiring the merged AT&T and BellSouth entity to make available interconnection agreements across its 22-state territory.[1]/

Based on AT&T's representations, Intrado had hoped to receive an AT&T template covering the 22-state territory to further revise and adapt to cover the Parties interconnection arrangements under 251 of the Act. After numerous requests for a 22-state template and the approaching arbitration deadline, it became apparent that a 22-state template might not be forthcoming from AT&T in time to accommodate Intrado's business plans. Thus, in the intervening months since Intrado provided its mark-up of the 9-state template, Intrado proceeded to adapt the AT&T 13-state template for use throughout the 22-state territory.

Please find enclosed for your review and discussion a redline of the AT&T 13-state agreement to be used throughout the AT&T 22-state territory. Intrado remains committed to reaching a negotiated agreement with AT&T. Unfortunately, the window for arbitration pursuant to the Parties agreed upon extension is fast approaching. In light of the Parties inability to make progress through the negotiation phase, Intrado will need to pursue its arbitration rights, but hopes the Parties can continue to meet and discuss the enclosed draft agreement with the goal of reaching a negotiated agreement.

Intrado hereby also provides written notice of its need to file with state regulatory agencies materials obtained electronically from AT&T in connection with this negotiation and which were provided under a claim of confidentiality pursuant to the Parties' Non-disclosure Agreement dated July 26, 2007 ("NDA"). As you are aware and as the NDA indicates, the Parties understand that these materials may need to be submitted to state agencies tasked with reviewing petitions for arbitration and requires that Intrado provide notice and seek confidential treatment of the materials. Intrado will seek such protection for any materials submitted to a state agency.

Intrado would like to schedule a time to discuss the revised agreement after the first of the year. We could make our subject matter experts available Jan 3 or 4. Please let us know if any of these dates will work for your team or please propose several alternative dates. Intrado looks forward to reaching a mutually beneficial interconnection agreement with AT&T and bringing the benefits of competition to both of our customers.

Sincerely,

Tom

[1]/ AT&T Inc. and BellSouth Corporation Application for Transfer of Control, Memorandum Opinion and Order, 22 FCC Rcd 5662 (2007) ("AT&T/BellSouth Merger Order").

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From: Ferguson, Karon [mailto:kf2006@att.com]
Sent: Thursday, December 13, 2007 2:08 PM
To: Hicks, Thomas
Subject: Intrado-ATT 9State Interconnection Agreement Negotiations
Importance: High

<<Intrado Edited ATT 9-State General Ts and Cs_121207.doc>> <<Attachment 2 SE Edited 9 State agreement121207att.doc>> <<Attachment 3 Interconnection SE Edited 9 State agreement121207att.doc>>

Hi Tom,

I trust you had a good Thanksgiving.

Attached is our response to your redlined AT&T 9State Interconnection Agreement; General Terms and Conditions, Attachment 2- Network Elements and Other Services, and Attachment 3- Network Interconnection

Please let me know how you wish to proceed.

Regards,
Karon

Karon Ferguson
AT&T Wholesale-Contract Negotiations
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404 927 0149
fax 404 529 7839

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Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 Except as set forth in Exhibit 1 hereto, this Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that AT&T offers to <<customer_short_name>> Intrado Comm for <<customer_short_name>>'s Intrado Comm's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services AT&T makes available to <<customer_short_name>> Intrado Comm (Other Services). Additionally, the provision of a particular Network Element or Other Service may require <<customer_short_name>> Intrado Comm to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 The rates for Network Elements, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable AT&T tariff or as negotiated by the Parties upon request by either Party. If <<customer_short_name>> Intrado Comm purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 In some cases, Commissions have ordered AT&T to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T, regardless of whether or not a disconnect order is issued by Intrado Comm <<customer_short_name>>. Disconnect charges are set forth in the rate exhibit of this Attachment. <<customer_short_name>> Intrado Comm may purchase and use Network Elements and Other Services from AT&T in accordance with 47 C.F.R. § 51.309.
- 1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.5 <<customer_short_name>> Intrado Comm shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to <<customer_short_name>> Intrado Comm pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to <<customer_short_name>> Intrado Comm pursuant to Section 251 of the Act and under this Agreement to an equivalent

wholesale service or group of wholesale services offered by AT&T (collectively "Conversion"). AT&T shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. AT&T shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following AT&T's receipt of a complete and accurate Conversion request from <<customer_short_name>>. Intrado Comm. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between <<customer_short_name>> Intrado Comm and AT&T. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. AT&T will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

1.7 Except to the extent expressly provided otherwise in this Attachment, in all states, <<customer_short_name>> Intrado Comm may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event AT&T determines that <<customer_short_name>> Intrado Comm has in place any Arrangements after the Effective Date of this Agreement, AT&T will identify such Arrangements and provide <<customer_short_name>> Intrado Comm with thirty (30) days written notice to disconnect or convert such Arrangements. For orders submitted by <<customer_short_name>> Intrado Comm within such thirty (30) day period, AT&T will charge the applicable switch-as-is charge set forth in Exhibit A. If <<customer_short_name>> Intrado Comm fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s), and shall charge <<customer_short_name>> Intrado Comm all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. For all transitions pursuant to this Section 1.7 that require a physical rearrangement, AT&T shall charge any applicable nonrecurring installation charges. To the extent no tariff equivalent service exists, AT&T shall disconnect such facility or Arrangement. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.

1.7.1 In addition to the foregoing, for the state of Florida, the applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30) day notice period.

- 1.7.2 Notwithstanding the foregoing, for the state of Georgia, those circuits for which <<customer_short_name>> Intrado Comm failed to submit a disconnect or conversion order within such thirty (30) day period and are subsequently transitioned by AT&T pursuant to this Section 1.7.2 shall be subject to the applicable switch-as-is charges set forth in Exhibit A. If an equivalent service is set forth in Exhibit 1, AT&T shall transition to such service. Otherwise, AT&T shall transition to the equivalent tariff service. To the extent no tariff equivalent service exists and no equivalent service is set forth in Exhibit 1, AT&T shall disconnect such facility or Arrangement. The applicable recurring 271 rate, resale or tariffed charge shall apply to each circuit as of March 11, 2006.
- 1.7.3 Notwithstanding the foregoing, for the state of North Carolina, those circuits for which <<customer_short_name>> Intrado Comm failed to submit a disconnect or conversion order within such thirty (30) day period and are subsequently transitioned by AT&T pursuant to this Section 1.7.3 shall be subject to applicable switch-as-is charges.
- 1.7.4 Notwithstanding the foregoing, for the state of Alabama, the written notice provided by AT&T, as described in Section 1.7, must identify by circuit identification number the specific Arrangements to be converted or disconnected. If <<customer_short_name>> Intrado Comm fails to dispute AT&T's identified Arrangements or fails to submit orders to disconnect or convert such Arrangements within the established thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s) subject to the Commission-established switch-as-is rate. The full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs will not apply to such conversions. However, the applicable recurring tariff charges shall apply to each circuit upon conversion.
- 1.7.5 Notwithstanding the foregoing, for the state of Louisiana, AT&T will provide <<customer_short_name>> Intrado Comm with written notice identifying the specific Arrangements which must be converted or disconnected. <<customer_short_name>> Intrado Comm shall have thirty (30) days from the date of the notice to submit orders to disconnect or convert the Arrangements. Those circuits to be converted to other AT&T services shall be subject to nonrecurring charges associated with that conversion. If <<customer_short_name>> Intrado Comm disputes AT&T's identification of Arrangements to be disconnected or converted, <<customer_short_name>> Intrado Comm shall send written notice of its dispute within thirty (30) days of AT&T's notice. AT&T shall not disconnect the disputed Arrangements while the dispute is being resolved. If the Parties are unable to reach a voluntary resolution of the dispute, they may petition the Commission for assistance. If <<customer_short_name>> Intrado Comm does not dispute AT&T's identification of Arrangements and fails to submit orders to disconnect or convert such Arrangements within the established thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T services subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T services as

set forth in AT&T's tariffs. The applicable recurring tariff charges shall apply to each circuit upon conversion.

1.8

AT&T's Master List of Unimpaired Wire Centers as Approved by State Commissions in its Region (Master List of Unimpaired Wire Centers), located on the AT&T Interconnection Web site designates those wire centers that, in accordance with state Commission orders, met the FCC's established criteria for non-impairment, as of March 11, 2005, where certain high capacity (DS1 and above) Loops and high capacity Dedicated Transport are no longer available as Network Elements. AT&T's List of Unimpaired Wire Centers in Kentucky and Tennessee (AT&T's List of Unimpaired Wire Centers), also located on the AT&T Interconnection Web site, are those wire centers that AT&T proposed met the FCC's established criteria for non-impairment as of March 11, 2005 but have not yet been approved by these respective Commissions. The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers shall be subject to modification and/or the addition of wire centers without amendment to this Agreement upon subsequent orders from state Commissions in the respective generic dockets establishing the wire centers that as of March 11, 2005, were unimpaired. Notification of such modification, addition or deletion of wire centers shall be made via AT&T's Carrier Notification process on AT&T's Interconnection Web site. Upon the Effective Date of this Agreement, <<customer_short_name>> Intrado Comm may not place any new orders for high capacity Dedicated Transport or high capacity Loops, as applicable, in those wire centers listed on the Master List of Unimpaired Wire Centers. In those wire centers set forth on AT&T's List of Unimpaired Wire Centers, <<customer_short_name>> Intrado Comm may place new orders for high capacity Loops and high capacity Dedicated Transport pursuant to Section 1.8.1 (self-certification) until such wire centers are approved by the Commissions. To the extent <<customer_short_name>> Intrado Comm placed orders after March 10, 2005 for high capacity Loops or high capacity Dedicated Transport in wire centers designated on the Master List of Unimpaired Wire Centers, as amended as specified above, within thirty (30) days after the Effective Date of this Agreement, or in the case of additions to the Master List of Unimpaired Wire Centers, within thirty (30) days after the notice of such addition, <<customer_short_name>> Intrado Comm shall submit an LSR(s) or spreadsheet(s), as applicable, identifying those non-compliant circuits to be disconnected or converted to the equivalent AT&T tariffed service or, in the state of Georgia, to the equivalent 271 service set forth in Exhibit 1. AT&T shall bill <<customer_short_name>> Intrado Comm the difference between the UNE recurring rates for such circuits pursuant to this Agreement and the applicable recurring charges for the equivalent AT&T tariffed service or 271 service in the state of Georgia from the date UNE circuit was installed in the unimpaired wire center to the date the circuit is disconnected or transitioned to the equivalent AT&T tariffed service. If <<customer_short_name>> Intrado Comm fails to submit an LSR or spreadsheet identifying such de-listed circuits within thirty (30) days as set forth above, AT&T will identify such circuits and convert them to the

equivalent AT&T tariffed service, and charge <<customer_short_name>> Intrado Comm applicable disconnect charges for the UNE circuit and the difference between the UNE recurring rate billed for such circuit and the full non-recurring and recurring charges for the tariffed service from the date the UNE circuit was installed in the unimpaired wire center to the date the circuit is transitioned to the equivalent AT&T tariffed service. To the extent there is no equivalent AT&T tariffed service for the de-listed UNE circuit, AT&T will disconnect the circuit and bill <<customer_short_name>> Intrado Comm full disconnect charges.

- 1.8.1 Prior to submitting an order pursuant to this Agreement for high capacity Dedicated Transport or high capacity Loops, <<customer_short_name>> Intrado Comm shall undertake a reasonably diligent inquiry to determine whether <<customer_short_name>> Intrado Comm is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, <<customer_short_name>> Intrado Comm self-certifies that to the best of <<customer_short_name>>'s Intrado Comm's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, except in wire centers set forth on the Master List of Unimpaired Wire Centers, or AT&T's List of Unimpaired Wire Centers, AT&T shall process the request in reliance upon <<customer_short_name>>'s Intrado Comm's self-certification. To the extent AT&T believes that such request does not comply with the terms of this Agreement, AT&T shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in AT&T's favor, AT&T shall bill <<customer_short_name>> Intrado Comm the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in AT&T's favor, <<customer_short_name>> Intrado Comm shall submit an LSR(s) or spreadsheet(s) identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 1.8.2 In the event that (1) AT&T designated a wire center as unimpaired as set forth on the Master List of Unimpaired Wire Centers on the AT&T Interconnection Web site, or AT&T's List of Unimpaired Wire Centers, (2) as a result of such designation, <<customer_short_name>> Intrado Comm converted high capacity Dedicated Transport or high capacity Loops to other services or ordered new services as services other than high capacity Dedicated Transport or high capacity Loop Network Elements subsequent to March 10, 2005, (3) <<customer_short_name>> Intrado Comm otherwise would have been entitled to high capacity Dedicated Transport or high capacity Loops in such wire center at the time such alternative services were provisioned, and (4) AT&T acknowledges, or a state or federal regulatory body with authority determines, that, at the time AT&T designated such wire center as unimpaired, such wire

center did not meet the FCC's unimpairment criteria, then upon request of <<customer_short_name>> Intrado Comm consistent with the applicable ordering processes as reflected in the Guides located on AT&T's Interconnection Web site no later than sixty (60) days after AT&T acknowledges or the state or federal regulatory body issues an order making such a finding, AT&T shall transition to high capacity Dedicated Transport or high capacity Loops, as appropriate, any alternative services in such wire center that were established after such wire center was designated as unimpaired. In such instances, AT&T shall refund to <<customer_short_name>> Intrado Comm the difference between the rate paid by <<customer_short_name>> Intrado Comm for such services and the applicable rates set forth herein for high capacity Dedicated Transport or high capacity Loops, including but not limited to any charges associated with the Conversion (as defined in Section 1.6 above) from high capacity Dedicated Transport or high capacity Loops to other wholesale services, if applicable, for the period from the later of March 11, 2005, or the date the circuit became a wholesale service to the date the circuit is transitioned to high capacity Dedicated Transport or high capacity Loop as described in this Section.

1.9 <<customer_short_name>> Intrado Comm may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable AT&T Technical References.

1.10 AT&T will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If AT&T has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then AT&T shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the service quality measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If AT&T has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. AT&T will provide a price quote for the request and, upon receipt of payment from <<Intrado Comm>> <<customer_short_name>>, AT&T shall perform the RNM.

1.10.1 Notwithstanding the foregoing, for the states of Alabama and Georgia, AT&T shall perform RNM at no additional charge, provided however, for any RNM performed by AT&T for which costs are not recovered through existing rates, AT&T can seek resolution from the Commission.

1.11 Commingling of Services

1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that <<customer_short_name>> Intrado Comm has obtained at

wholesale from AT&T, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities.

~~<<customer_short_name>>~~ Intrado Comm must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from AT&T; or (2) shares part of AT&T's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.11.3 Except for the state of Georgia, notwithstanding any other provision of this Agreement, AT&T shall not be obligated to commingle or combine, pursuant to this Agreement, Network Elements or Combinations with any service, network element or other offering that it is obligated to make available pursuant only to Section 271 of the Act.
- 1.11.4 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed rates, rates set forth in a separate agreement between the Parties, or in the state of Georgia only, in accordance with the rates set forth in Exhibit 1 of this Attachment, as applicable.
- 1.11.5 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.11.6 The Commingling process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.
- 1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.
- 1.13 Ordering Guidelines and Processes
- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services,
~~<<customer_short_name>>~~ Intrado Comm should refer to the "Guides" section of the AT&T Interconnection Web site.
- 1.13.2 Additional information may also be found in the individual CLEC Information Packages, located at the "CLEC UNE Products" on AT&T's Interconnection Web site.

- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to <<customer_short_name>>'s Intrado Comm's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with <<customer_short_name>>'s Intrado Comm's Collocation Space. These cross-connections are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to Attachment 4.
- 1.13.4 Testing/Trouble Reporting
- 1.13.4.1 <<customer_short_name>> Intrado Comm will be responsible for testing and isolating troubles on Network Elements. <<customer_short_name>> Intrado Comm must test and isolate trouble to the AT&T network before reporting the trouble to the Network Elements Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from AT&T at the time of the trouble report, <<customer_short_name>> Intrado Comm will be required to provide the results of the <<customer_short_name>> Intrado Comm test which indicate a problem on the AT&T network.
- 1.13.4.2 Once <<customer_short_name>> Intrado Comm has isolated a trouble to the AT&T network, and has issued a trouble report to AT&T, AT&T will take the actions necessary to repair the Network Element when trouble is found. AT&T will repair its network facilities to its wholesale customers in the same time frames that AT&T repairs similar services to its retail customers.
- 1.13.4.3 If <<customer_short_name>> Intrado Comm reports a trouble on an AT&T Network Element and no trouble is found in AT&T's network, AT&T will charge <<customer_short_name>> Intrado Comm a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.
- 1.13.4.4 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> Intrado Comm (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill <<customer_short_name>> Intrado Comm for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 Loops

- 2.1 General. The local loop Network Element is defined as a transmission facility that AT&T provides pursuant to this Attachment between a distribution frame (or its equivalent) in AT&T's central office and the loop demarcation point at a customer premises (Loop). Facilities that do not terminate at a demarcation point at a customer premises, including, by way of example, but not limited to,

facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer's premises, including inside wire owned or controlled by AT&T. <<customer_short_name>> Intrado Comm shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, AT&T shall not subdivide the frequency of the Loop.

2.1.1 The Loop does not include any packet switched features, functions or capabilities.

2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving a customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective customer's premises.

2.1.2.1 In new build (Greenfield) areas, where AT&T has only deployed FTTH/FTTC facilities, AT&T is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each customer in the MDU.

2.1.2.2 In FTTH/FTTC overbuild situations where AT&T also has copper Loops, AT&T will make those copper Loops available to <<customer_short_name>> Intrado Comm on an unbundled basis, until such time as AT&T chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, AT&T will offer a sixty-four (64) kilobits per second (kbps) voice grade channel over its FTTH/FTTC facilities.

2.1.2.3 Notwithstanding the foregoing, in the states of Alabama and Louisiana, AT&T shall make available DS1 and DS3 Loops in any wire center where AT&T is required to provide such Loop facilities. In the states of North Carolina and South Carolina, AT&T shall make available DS1 Loops in any wire center where AT&T is required to provide such Loop facilities.

2.1.2.4 Furthermore, in FTTH/FTTC overbuild areas where AT&T has not yet retired copper facilities, AT&T is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by <<customer_short_name>> Intrado Comm. If a request is

received by AT&T for a copper Loop, and the copper facilities have not yet been retired, AT&T will restore the copper Loop to serviceable condition if technically feasible. Except for the state of Georgia, in these instances of Loop orders in an FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval. For the state of Georgia, in these instances of Loop orders in an FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will apply.

- 2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T shall provide <<customer_short_name>> Intrado Comm access to hybrid Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2). AT&T is not required to provide access to the packet switched features, functions and capabilities of its hybrid Loops.
- 2.1.3.1 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local Loop or Subloop, including the time division multiplexing-based features, functions and capabilities of a hybrid Loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.
- 2.1.4 DS1 and DS3 Loop Requirements
- 2.1.4.1 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.
- 2.1.4.2 For purposes of this Section 2, a "Fiber-Based Collocator" is defined in 47 C.F.R. § 51.5.
- 2.1.4.3 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available DS1 and DS3 Loops as described in this Agreement, except in any wire center meeting the criteria described below:
 - 2.1.4.3.1 DS1 Loops at any location within the service area of a wire center containing sixty thousand (60,000) or more Business Lines and four (4) or more fiber-based collocators.
 - 2.1.4.3.2 DS3 Loops at any location within the service area of a wire center containing thirty-eight thousand (38,000) or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.4.4 The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers as described in Section 1.8 sets forth the list of wire centers meeting the criteria set forth in Sections 2.1.4.3.1 and 2.1.4.3.2 above as of March 11, 2005.
- 2.1.4.5 Once any wire center exceeds both of the thresholds set forth in Section 2.1.4.3.1 above, no future DS1 Loop unbundling will be required in that wire center.

2.1.4.6 Once any wire center exceeds both of the thresholds set forth in Section 2.1.4.3.2 above, no future DS3 Loop unbundling will be required in that wire center.

2.1.4.7 Modifications and Updates to the Wire Center Lists and Subsequent Transition Periods

2.1.4.7.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 2.1.4.3 above but that were not included in the Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List". AT&T will follow any notification procedures set forth in applicable Commission orders.

2.1.4.7.2 <<customer_short_name>> Intrado Comm shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

2.1.4.7.2.1 For purposes of Section 2.1.4.7 above, AT&T shall make available DS1 and DS3 Loops that were in service for <<customer_short_name>> Intrado Comm in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

2.1.4.7.2.2 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

2.1.4.7.2.3 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, <<customer_short_name>> Intrado Comm shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.

2.1.4.7.2.3.1 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

2.1.4.7.2.3.2 If <<customer_short_name>> Intrado Comm fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify <<customer_short_name>>'s Intrado Comm's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service(s) set forth in Exhibit 1. In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be

subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia, and North Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. In the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

- 2.1.4.7.2.3.3 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.7.2.3 above or transitioned pursuant to Section 2.1.4.7.2.3.2 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 2.1.5 Where facilities are available, AT&T will install Loops in compliance with AT&T's Products and Services Interval Guide available at AT&T's Interconnection Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (OC) as described below will be handled on a project basis, and the intervals will be set by the AT&T project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.6 The Loop shall be provided to <<customer_short_name>> Intrado Comm in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.7 AT&T will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
- 2.1.7.1 When an AT&T technician is required to be dispatched to provision the Loop, AT&T will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, AT&T will tag the Loop on the next required visit to the customer's location. If <<customer_short_name>> Intrado Comm wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), <<customer_short_name>> Intrado Comm may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.
- 2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), <<customer_short_name>> Intrado Comm shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date. This applies to all conversions from one provider to another provider as well as Service Rearrangements as set forth in Section 2.1.12. Where <<customer_short_name>> Intrado Comm dial-tone is not available on the conversion date the Loop will not be cut over and the Loop order will be returned to <<customer_short_name>> Intrado Comm for rescheduling.

2.1.8 OC and Order Coordination-Time Specific (OC-TS)

2.1.8.1 OC allows AT&T and <<customer_short_name>> Intrado Comm to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to <<customer_short_name>>'s Intrado Comm's facilities to limit customer service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the customer. OC for physical conversions will be scheduled at AT&T's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.8.2 OC-TS allows <<customer_short_name>> Intrado Comm to order a specific time for OC to take place. AT&T will make commercially reasonable efforts to accommodate <<customer_short_name>>'s Intrado Comm's specific conversion time request. However, AT&T reserves the right to negotiate with <<customer_short_name>> Intrado Comm a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. <<customer_short_name>> Intrado Comm may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If <<customer_short_name>> Intrado Comm specifies a time outside this window, or selects a time or quantity of Loops that requires AT&T technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in AT&T's intrastate Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

2.1.9

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, <<customer_short_name>> <u>Intrado Comm</u> must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.10 CLEC to CLEC Conversions for Unbundled Loops

2.1.10.1 The CLEC to CLEC conversion process for Loops may be used by <<customer_short_name>> Intrado Comm when converting an existing Loop from another CLEC for the same customer. The Loop type being converted must be included in <<customer_short_name>>'s Intrado Comm's Agreement before requesting a conversion.

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the

same customer location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.10.3 The Loops converted to <<customer_short_name>> Intrado Comm pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.

2.1.11 Bulk Migration

2.1.11.1 AT&T will make available to <<customer_short_name>> Intrado Comm a Bulk Migration process pursuant to which <<customer_short_name>> Intrado Comm may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the AT&T CLEC Information Package. The CLEC Information Package is located on AT&T's Interconnection Web site. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.11.2 Should <<customer_short_name>> Intrado Comm request migration for two (2) or more EATNs containing fifteen (15) or more circuits, <<customer_short_name>> Intrado Comm must use the Bulk Migration process referenced in 2.1.11.1 above.

2.1.12 Unbundled Loop (DS1 and below) Service Rearrangements

2.1.12.1 The Unbundled Loop Service Rearrangement processes will allow changes to be made to a working Loop facility assignment within the same end-user serving wire center. Service Rearrangements will result in service outages to the customer during the time the Loop is being moved.

2.1.12.2 An Unbundled Loop Service Rearrangement connecting facility change (CFC) allows <<customer_short_name>> Intrado Comm to change its installed Loop from one working facility assignment to another facility assignment. CFC includes Connecting Facility Assignment (CFA) and Cable ID & Pair changes within same collocation arrangement or from collocation to collocation. CFA changes are allowed within the same multiplexer or from one multiplexer to another multiplexer. For a CFC, the Loop class of service, Loop type and the customer must remain the same.

2.1.12.3 An Unbundled Loop Service Rearrangement connecting facility move (CFM) allows <<customer_short_name>> Intrado Comm to move the Loop facility assignment from a collocation arrangement to a multiplexer or from a multiplexer to a collocation arrangement. CFMs require a change to the Loop basic class of service. The Loop type and the customer must remain the same.

- 2.1.12.4 For Unbundled Loop Service Rearrangements, AT&T shall charge the applicable "Service Rearrangement change in Loop facility" rate found in Exhibit A.
- 2.1.12.5 The Unbundled Loop Service Rearrangement process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 above.

2.1.13 EEL to Loop Retermination

- 2.1.13.1 ~~<<customer_short_name>>~~ Intrado Comm may utilize the EEL to Loop Retermination process to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the end-user's Serving Wire Center (EU SWC).
- 2.1.13.2 This process is available when the existing Loop portion of the EEL will be re-used and the resulting Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.
- 2.1.13.3 AT&T shall charge the applicable EEL to Loop Retermination rates found in Exhibit A. ~~<<customer_short_name>>~~ Intrado Comm shall also be charged applicable manual service order, collocation cross-connect and EEL (including the Transport and Loop portions of the EEL) disconnect charges as set forth in Exhibit A of this Attachment.
- 2.1.13.4 The EEL to Loop Retermination process is not available when a dispatch outside the serving wire center where the Loop terminates is required. If an outside dispatch is required, or if the Loop portion of the EEL is not one of the Loop types referenced in Section 2.1.13.2 above, or if ~~<<customer_short_name>>~~ Intrado Comm elects not to utilize the EEL to Loop Retermination process, ~~<<customer_short_name>>~~ Intrado Comm must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, ~~<<customer_short_name>>~~ Intrado Comm will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.
- 2.1.13.5 The EEL to Loop Retermination process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 above.

2.2 Unbundled Voice Loops (UVLs)

- 2.2.1 AT&T shall make available the following UVLs:
- 2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed);
- 2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed); or
- 2.2.1.3 4-wire Analog Voice Grade Loop (Designed).
- 2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop

carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. AT&T, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, AT&T will only ensure that the newly provided facility will support voice grade services. AT&T will not guarantee that <<customer_short_name>> Intrado Comm will be able to continue to provide any advanced services over the new facility. AT&T will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1). Loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by <<customer_short_name>> Intrado Comm, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. <<customer_short_name>> Intrado Comm may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that AT&T normally activates POTS-type Loops for its customers.

2.2.4 For an additional charge AT&T will make available Loop Testing so that <<customer_short_name>> Intrado Comm may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to <<customer_short_name>> Intrado Comm. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow <<customer_short_name>> Intrado Comm to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, AT&T will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 Unbundled Digital Loops

2.3.1 AT&T will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 AT&T shall make available the following UDLs, subject to restrictions set forth herein:

- 2.3.2.1 2-wire Unbundled ISDN Digital Loop;
- 2.3.2.2 2-wire Unbundled ADSL Compatible Loop;
- 2.3.2.3 2-wire Unbundled HDSL Compatible Loop;
- 2.3.2.4 4-wire Unbundled HDSL Compatible Loop;
- 2.3.2.5 4-wire Unbundled DS1 Digital Loop;
- 2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;
- 2.3.2.7 DS3 Loop; or
- 2.3.2.8 STS-1 Loop.
- 2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. <<customer_short_name>> Intrado Comm will be responsible for providing AT&T with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and customer. With the SPID, AT&T will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to eighteen thousand (18,000) feet long and may have up to six thousand (6,000) feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to twelve thousand (12,000) feet long and may have up to twenty-five hundred (2,500) feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-wire Unbundled DS1 Digital Loop.
- 2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the customer's location. For the purposes of AT&T's unbundling obligations pursuant to this Agreement, for the states of Alabama, Florida, Georgia, Mississippi and South Carolina, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops. For the state of Louisiana, DS1 Loops include 2-wire and 4-wire HDSL-Compatible Loops to which the necessary electronics have been added to provide service speeds of 1.544 megabytes per second.

- 2.3.6.2 AT&T shall not provide more than ten (10) unbundled DS1 Loops to <<customer_short_name>> Intrado Comm at any single building in which DS1 Loops are available as unbundled Loops.
- 2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface. For the purpose of AT&T's unbundling obligations pursuant to this Agreement, DS3 Loops include STS-1 Loops.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. AT&T's TR73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.3.12 <<customer_short_name>> Intrado Comm may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.4 Unbundled Copper Loops (UCL).
- 2.4.1 AT&T shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two (2) types – Designed and Non-Designed.
- 2.4.2 Unbundled Copper Loop – Designed (UCL-D)

- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.
- 2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by <<customer_short_name>> Intrado Comm.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by <<customer_short_name>> Intrado Comm to provide a wide-range of telecommunications services as long as those services do not adversely affect AT&T's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)

- 2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from AT&T's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to six thousand (6,000) feet of bridged tap between the customer's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand (18,000) feet and with less than thirteen hundred (1300) Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.
- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using AT&T's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, <<customer_short_name>> Intrado Comm can request LMU for which additional charges would apply.
- 2.4.3.3 For an additional charge, AT&T also will make available Loop Testing so that <<customer_short_name>> Intrado Comm may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.
- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by <<customer_short_name>> Intrado Comm to provide a wide-range of telecommunications services as long as those services do not adversely affect

AT&T's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of AT&T facilities. OC-TS does not apply to this product.

2.4.3.6 <<customer_short_name>> Intrado Comm may use AT&T's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the AT&T network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

2.5.1 Line Conditioning is defined as routine network modification that AT&T regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the AT&T's TR 73600 Unbundled Local Loop Technical Specification. AT&T shall provide Line Conditioning on Loops, as requested by <<customer_short_name>> Intrado Comm, even in instances where AT&T does not provide advanced services to the end user on that Loop.

2.5.2 AT&T will remove load coils only on copper Loops that are equal to or less than eighteen thousand (18,000) feet in length. AT&T will remove load coils on copper Subloops where the total loop distance (feeder plus distribution) from the AT&T central office to the end user is equal to or less than 18,000 feet or, if there is no copper feeder, the distance from the remote terminal (RT) to the end user is equal to or less than 18,000 feet.

2.5.3 For any copper loop being ordered by <<customer_short_name>> Intrado Comm which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from <<customer_short_name>> Intrado Comm, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to <<customer_short_name>> Intrado Comm. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

2.5.4 <<customer_short_name>> Intrado Comm may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two

thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to AT&T's SC Process as mutually agreed to by the Parties.

2.5.5 Rates for ULM are as set forth in Exhibit A.

2.5.6 AT&T will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

2.5.7 If <<customer_short_name>> Intrado Comm requests ULM on a reserved facility for a new Loop order, AT&T may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. <<customer_short_name>> Intrado Comm will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, AT&T will provide LMU detail of the Loop provisioned.

2.5.8 <<customer_short_name>> Intrado Comm shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that <<customer_short_name>> Intrado Comm desires AT&T to condition.

2.5.9 When requesting ULM for a Loop that AT&T has previously provisioned for <<customer_short_name>>, Intrado Comm, <<customer_short_name>> Intrado Comm will submit a SI to AT&T. If a spare Loop facility that meets the Loop modification specifications requested by <<customer_short_name>> Intrado Comm is available at the location for which the ULM was requested, <<customer_short_name>> Intrado Comm will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that AT&T changes the Loop facility in lieu of providing ULM, <<customer_short_name>> Intrado Comm will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 Loop Provisioning Involving IDLC

2.6.1 Where <<customer_short_name>> Intrado Comm has requested an Unbundled Loop and AT&T uses IDLC systems to provide the local service to the customer and AT&T has a suitable alternate facility available, AT&T will make such alternative facilities available to Intrado Comm <<customer_short_name>>. If a suitable alternative facility is not available, then to the extent it is technically feasible, AT&T will implement one of the following alternative arrangements for <<customer_short_name>> Intrado Comm (e.g., hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.2.1 If no alternate facility is available, and upon request from Intrado Comm <<customer_short_name>>, and if agreed to by both Parties, AT&T may utilize its SC process to determine the additional costs required to provision facilities. <<customer_short_name>> Intrado Comm will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the customer's customer premises wiring to AT&T's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two (2) independent chambers or divisions that separate the service provider's network from the customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 AT&T shall permit <<customer_short_name>> Intrado Comm to connect <<customer_short_name>>'s Intrado Comm's Loop facilities to the customer's customer premises wiring through the AT&T NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 <<customer_short_name>> Intrado Comm may access the customer's premises wiring by any of the following means and <<customer_short_name>> Intrado Comm shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 AT&T shall allow <<customer_short_name>> Intrado Comm to connect its Loops directly to AT&T's multi-line residential NID enclosures that have additional space and are not used by AT&T or any other telecommunications carriers to provide service to the premises;

2.7.3.1.2 Where an adequate length of the customer's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

- 2.7.3.1.4 <<customer_short_name>> Intrado Comm may request AT&T to make other rearrangements to the customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be <<customer_short_name>>'s Intrado Comm's responsibility to ensure there is no safety hazard, and <<customer_short_name>> Intrado Comm will hold AT&T harmless for any liability associated with the removal of the AT&T Loop from the AT&T NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.7.3.3 <<customer_short_name>> Intrado Comm shall not remove or disconnect ground wires from AT&T's NIDs, enclosures, or protectors.
- 2.7.3.4 <<customer_short_name>> Intrado Comm shall not remove or disconnect NID modules, protectors, or terminals from AT&T's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, AT&T will work with <<customer_short_name>> Intrado Comm to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.4 Technical Requirements
- 2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the customer's customer premises and the distribution media and/or cross-connect to <<customer_short_name>>'s Intrado Comm's NID.
- 2.7.4.3 Existing AT&T NIDs will be operational and provided in "as is" condition. <<customer_short_name>> Intrado Comm may request AT&T to do additional work to the NID on a time and material basis. When <<customer_short_name>> Intrado Comm deploys its own local loops in a multiple-line termination device, <<customer_short_name>> Intrado Comm shall specify the quantity of NID connections that it requires within such device.

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2.8 Subloop Distribution Elements.

2.8.1 Where facilities permit, AT&T shall offer access to its Unbundled Subloop Distribution (USLD) elements in accordance with 47 C.F.R. § 51.319(b) as specified herein.

2.8.2 Unbundled Subloop Distribution

2.8.2.1 The USLD facility is a dedicated transmission facility that AT&T provides from a customer's point of demarcation to an AT&T cross-connect device. The AT&T cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. AT&T will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.

2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.

2.8.2.3.1 If <<customer_short_name>> Intrado Comm requests a UCSL and it is not available, <<customer_short_name>> Intrado Comm may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.4 USLD-INC is the distribution facility owned or controlled by AT&T inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.

2.8.2.4.1 Upon request for USLD-INC from <<customer_short_name>>, Intrado Comm, AT&T will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. AT&T will place cross-connect blocks in twenty five (25) pair increments for <<customer_short_name>>'s Intrado Comm's use on this cross-connect panel.

- | <<customer_short_name>> Intrado Comm will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- | 2.8.2.5 For access to Voice Grade USLD and UCSL, <<customer_short_name>> Intrado Comm shall install a cable to the AT&T cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by an AT&T technician within the AT&T cross-box during the set-up process. <<customer_short_name>>'s Intrado Comm's cable pairs can then be connected to AT&T's USL within the AT&T cross-box by the AT&T technician.
- | 2.8.2.6 Through the SI process, AT&T will determine whether access to USLs at the location requested by <<customer_short_name>> Intrado Comm is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet <<customer_short_name>>'s Intrado Comm's request, then AT&T will perform the site set-up as described in the CLEC Information Package, located at AT&T's Interconnection Web site.
- | 2.8.2.7 The site set-up must be completed before <<customer_short_name>> Intrado Comm can order Subloop pairs. For the site set-up in an AT&T cross-connect box in the field, AT&T will perform the necessary work to splice <<customer_short_name>>'s Intrado Comm's cable into the cross-connect box. For the site set-up inside a building equipment room, AT&T will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- | 2.8.2.8 Once the site set-up is complete, <<customer_short_name>> Intrado Comm will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when <<customer_short_name>> Intrado Comm requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by <<customer_short_name>> Intrado Comm for Subloop pairs, expedite charges will apply for intervals less than five (5) days.
- | 2.8.2.9 USLs will be provided in accordance with AT&T's TR 73600 Unbundled Local Loop Technical Specifications.
- | 2.8.3 Unbundled Network Terminating Wire (UNTW)
- | 2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- | 2.8.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the customer's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the customer's premises, where a third party owns the wiring to the customer's premises.

2.8.3.3 Requirements

- 2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3.3 In existing MDUs and/or MTUs in which AT&T does not own or control wiring (INC/NTW) to the customers premises, and ~~<<customer_short_name>>~~ Intrado Comm does own or control such wiring, ~~<<customer_short_name>>~~ Intrado Comm will install UNTW Access Terminals for AT&T under the same terms and conditions as AT&T provides UNTW Access Terminals to Intrado Comm ~~<<customer_short_name>>~~.
- 2.8.3.3.4 In situations in which AT&T activates a UNTW pair, AT&T will compensate ~~<<customer_short_name>>~~ Intrado Comm for each pair activated commensurate to the price specified in ~~<<customer_short_name>>~~'s Intrado Comm's Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the customer has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the customer is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that customer if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the customer began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.9 Loop Makeup

2.9.1 Description of Service

- 2.9.1.1 AT&T shall make available to <<customer_short_name>> Intrado Comm LMU information with respect to Loops that are required to be unbundled under this Agreement so that <<customer_short_name>> Intrado Comm can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment <<customer_short_name>> Intrado Comm intends to install and the services <<customer_short_name>> Intrado Comm wishes to provide. LMU is a preordering transaction, distinct from <<customer_short_name>> Intrado Comm ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

- 2.9.1.2 AT&T will provide <<customer_short_name>> Intrado Comm LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.
- 2.9.1.3 AT&T's LMU information is provided to <<customer_short_name>> Intrado Comm as it exists either in AT&T's databases or in its hard copy facility records. AT&T does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 AT&T's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either AT&T or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless AT&T receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.5 <<customer_short_name>> Intrado Comm may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular AT&T Loop as long as that equipment does not disrupt other services on the AT&T network. The determination shall be made solely by <<customer_short_name>> Intrado Comm and AT&T shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee <<customer_short_name>>'s Intrado Comm's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to AT&T's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to AT&T's network and will remain on copper facilities until the Loop is disconnected by <<customer_short_name>> Intrado Comm or the customer, or until AT&T retires the copper facilities via the FCC's and any applicable Commission's requirements. <<customer_short_name>> Intrado Comm is fully responsible for any of its service configurations that may differ from AT&T's technical standard for the Loop type ordered.
- 2.9.1.6 If AT&T retires its copper facilities using 47 C.F.R § 51.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, AT&T will notify Intrado Comm <<customer_short_name>>, according to the applicable network disclosure requirements. It will be <<customer_short_name>>'s Intrado Comm's

responsibility to move any service it may provide over such facilities to alternative facilities. If ~~<<customer_short_name>>~~ Intrado Comm fails to move the service to alternative facilities by the date in the network disclosure notice, AT&T may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 ~~<<customer_short_name>>~~ Intrado Comm may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on AT&T's Interconnection Web site. After obtaining the Loop information from the mechanized LMU process, if ~~<<customer_short_name>>~~ Intrado Comm needs further Loop information in order to determine Loop service capability, ~~<<customer_short_name>>~~ Intrado Comm may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by AT&T. ~~<<customer_short_name>>~~ Intrado Comm will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, ~~<<customer_short_name>>~~ Intrado Comm does not reserve facilities upon an initial LMUSI, ~~<<customer_short_name>>~~ Intrado Comm's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.

2.9.2.3 Where ~~<<customer_short_name>>~~ Intrado Comm has reserved multiple Loop facilities on a single reservation, ~~<<customer_short_name>>~~ Intrado Comm may not specify which facility shall be provisioned when submitting the LSR. For those occasions, AT&T will assign to Intrado Comm ~~<<customer_short_name>>~~, subject to availability, a facility that meets the AT&T technical standards of the AT&T type Loop as ordered by Intrado Comm ~~<<customer_short_name>>~~.

2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from AT&T.

3 Line Splitting

3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to customers over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers. AT&T will provide Line Splitting over a Loop (UNE-L) purchased by ~~<<customer_short_name>>~~ Intrado Comm pursuant to this Agreement.

3.2 Line Splitting – UNE-L. In the event ~~<<customer_short_name>>~~ Intrado Comm provides its own switching or obtains switching from a third party, ~~<<customer_short_name>>~~ Intrado Comm may engage in line splitting arrangements with another CLEC using a splitter, provided by Intrado

Comm<<customer_short_name>>, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

- 3.3 AT&T must make all necessary network modifications, including providing nondiscriminatory access to OSS necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for Loops used in line splitting arrangements. The Parties may use the Change Control Process to address necessary OSS modifications.

3.4 Provisioning Line Splitting – UNE-L

- 3.4.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When <<customer_short_name>>Intrado Comm owns the splitter, Line Splitting requires the following: a loop from NID at the customer's location to the serving wire center and terminating into a distribution frame or its equivalent.

- 3.4.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

- 3.4.3 To order Line Splitting utilizing UNE-L on a particular Loop, <<customer_short_name>>Intrado Comm must have a DSLAM collocated in the central office that serves the customer of such Loop.

- 3.4.4 <<customer_short_name>>Intrado Comm may purchase, install and maintain central office POTS splitters in its collocation arrangements. <<customer_short_name>>Intrado Comm may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the high frequency spectrum of the UNE-L. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.5 Maintenance – Line Splitting – UNE-L

- 3.5.1 AT&T will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the customer's premises and the termination point.

- 3.5.2 <<customer_short_name>>Intrado Comm shall indemnify, defend and hold harmless AT&T from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by AT&T's gross negligence or willful misconduct.

- 3.5.3 For the state of Alabama, the following rights are in addition to the general indemnification rights set forth above:

- 3.5.3.1 PROVIDED, HOWEVER, that all amounts advanced in respect of such claims, losses and costs shall be repaid to <<customer_short_name>>Intrado Comm by AT&T if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that AT&T is not entitled to be

indemnified for such claims, losses and costs because the Claims, Losses and Costs arose as a result of AT&T's gross negligence or willful misconduct.

3.5.3.2 AT&T will indemnify, defend and hold harmless <<customer_short_name>> Intrado Comm from and against any Claims, Losses and Costs which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not <<customer_short_name>> Intrado Comm brought against <<customer_short_name>> Intrado Comm to the extent such Claim alleges that the cause of Claim, Loss and Cost was found to be the result of AT&T's gross negligence or willful misconduct.

3.5.3.3 PROVIDED, HOWEVER, that AT&T shall have no obligation to indemnify <<customer_short_name>> Intrado Comm under this section unless <<customer_short_name>> Intrado Comm provides AT&T with prompt written notice of any such Claim; <<customer_short_name>> Intrado Comm permits AT&T to assume and control the defense to such action, with counsel chosen by AT&T; and AT&T does not enter into any settlement or compromise of such Claim.

3.5.3.4 PROVIDED, HOWEVER, that all amounts advanced in respect of such Claims, Losses and Costs shall be repaid to AT&T by <<customer_short_name>> Intrado Comm if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that <<customer_short_name>> Intrado Comm is not entitled to be indemnified for such Claims, Losses and Costs because the Claims, Losses and Costs did not arise as a result of AT&T's gross negligence or willful misconduct.

3.5.3.5 Definitions:

3.5.3.5.1 "Claim" means any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation that AT&T or <<customer_short_name>> Intrado Comm in good faith believes might lead to the institution of any such action, suit or proceeding.

3.5.3.5.2 "Loss" means any and all damages, injuries, judgments, fines penalties, amounts paid or payable in settlement, deficiencies, and expenses (including all interest, assessments, and other charges paid or payable in connection with or respect of such Losses) incurred in connection with the Claim.

3.5.3.5.3 "Costs" means all reasonable attorney's fees and all other reasonable fees, expenses and obligations paid or incurred in connection with the Claim or related matters, including without limitation, investigating, defending, or participating (as a party, witness or otherwise) in (including on appeal), or preparing to defend or participate in any Claim.

3.6 Line Splitting – Loop and Port for the states of Georgia and North Carolina only

3.6.1 To the extent <<customer_short_name>> Intrado Comm is using a commingled arrangement that consists of a Loop purchased pursuant to this Agreement and Local Switching provided by AT&T pursuant to Section 271, AT&T will permit

- | <<customer_short_name>> Intrado Comm to utilize Line Splitting. AT&T shall charge the applicable line splitting rates set forth in Exhibit A of this Agreement.
- | 3.6.2 <<customer_short_name>> Intrado Comm shall provide AT&T with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where
| <<customer_short_name>> Intrado Comm will not provide voice and data services.
- 3.6.3 Provisioning Line Splitting and Splitter Space – Loop and Port
- 3.6.3.1 The Data CLEC, Voice CLEC, or a third party may provide the splitter. When
| <<customer_short_name>> Intrado Comm or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the customer's location; a collocation cross-connection connecting the Loop to the collocation space; and a second collocation cross-connection from the collocation space connected to a voice port.
- 3.6.3.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.
- 3.6.4 CLEC Provided Splitter – Line Splitting – Loop and Port
- | 3.6.4.1 <<customer_short_name>> Intrado Comm or its authorized agent may purchase, install and maintain central office line splitters in its collocation arrangements.
| <<customer_short_name>> Intrado Comm or its authorized agent may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing collocation rules and procedures and the terms and conditions relating to collocation set forth in Attachment 4-Central Office shall apply.
- | 3.6.4.2 Any splitters installed by <<customer_short_name>> Intrado Comm or its authorized agent in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. <<customer_short_name>> Intrado Comm or its authorized agent may install any splitters that AT&T deploys or permits to be deployed for itself or any AT&T affiliate.
- 3.6.5 Maintenance – Line Splitting – Loop and Port
- 3.6.5.1 AT&T will be responsible for repairing troubles with the physical Loop between the NID at the customer's premises and the termination point.

4 Unbundled Network Element Combinations

- 4.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by
| <<customer_short_name>> Intrado Comm are in fact already combined by AT&T in the AT&T network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by
| <<customer_short_name>> Intrado Comm are not already combined by AT&T in

the location requested by <<customer_short_name>> Intrado Comm but are elements that are typically combined in AT&T's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> Intrado Comm are not elements that AT&T combines for its use in its network.

4.1.1 Except as otherwise set forth in this Agreement, upon request, AT&T shall perform the functions necessary to combine Network Elements that AT&T is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in AT&T's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with AT&T's network.

4.1.2 To the extent <<customer_short_name>> Intrado Comm requests a Combination for which AT&T does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

4.2 Rates

4.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

4.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

4.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of <<customer_short_name>> Intrado Comm.

4.3 Enhanced Extended Links (EELs)

4.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. AT&T shall provide <<customer_short_name>> Intrado Comm with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

4.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).

4.3.3 By placing an order for a high-capacity EEL, <<customer_short_name>> Intrado Comm thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a Network Element. AT&T shall have the right to audit <<customer_short_name>>'s Intrado Comm's high-capacity EELs as specified below.

4.3.4 Service Eligibility Criteria

4.3.4.1 High capacity EELs must comply with the following service eligibility requirements. <<customer_short_name>> Intrado Comm must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

4.3.4.1.1 <<customer_short_name>> Intrado Comm has received state certification to provide local voice service in the area being served;

4.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

4.3.4.2.1 1) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;

4.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

4.3.4.2.3 3) Each circuit to be provided to each customer will have 911 or E911 capability prior to provision of service over that circuit;

4.3.4.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);

4.3.4.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk over which <<customer_short_name>> Intrado Comm will transmit the calling party's number in connection with calls exchanged over the trunk;

4.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, <<customer_short_name>> Intrado Comm will have at least one (1) active DS1 local service interconnection trunk over which <<customer_short_name>> Intrado Comm will transmit the calling party's number in connection with calls exchanged over the trunk; and

4.3.4.2.7 7) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

4.3.4.3 AT&T may, on an annual basis, audit <<customer_short_name>>'s Intrado Comm's records in order to verify compliance with the qualifying service

eligibility criteria. To invoke the audit, AT&T will send a Notice of Audit to Intrado Comm <<customer_short_name>>. Such Notice of Audit will be delivered to <<customer_short_name>> Intrado Comm no less than thirty (30) days prior to the date upon which AT&T seeks to commence an audit.

4.3.4.3.1 Such Notice of Audit to <<customer_short_name>> Intrado Comm shall state AT&T's concern that <<customer_short_name>> Intrado Comm is not complying with the service eligibility requirements as set forth above and a concise statement of the reasons therefor. AT&T is not required to provide documentation, as distinct from a statement of concern, to support its basis for an audit, or seek the concurrence of the requesting carrier before selecting the location of the audit. AT&T may select the independent auditor without the prior approval of <<customer_short_name>> Intrado Comm or the Commission. Challenges to the independence of the auditor may be filed with the Commission only after the audit has been concluded.

4.3.4.3.2 For the state of Alabama, <<customer_short_name>> Intrado Comm may, however, challenge the legal qualifications of the auditor selected by filing an objection to that effect with the Commission within 10 days of receiving AT&T's Notice of Audit.

4.3.4.3.3 For the state of Louisiana, AT&T's notice to <<customer_short_name>> Intrado Comm shall include a listing of the circuits for which AT&T alleges noncompliance, including all supporting documentation and a list of three auditors from which <<customer_short_name>> Intrado Comm may choose one to conduct the audit.

4.3.4.4 The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue a report regarding <<customer_short_name>>'s Intrado Comm's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether <<customer_short_name>> Intrado Comm complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

4.3.4.5 To the extent the independent auditor's report concludes that <<customer_short_name>> Intrado Comm failed to comply with the service eligibility criteria, <<customer_short_name>> Intrado Comm must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that <<customer_short_name>> Intrado Comm did not comply in any material respect with the service eligibility criteria, <<customer_short_name>> Intrado Comm shall reimburse AT&T for the cost of the independent auditor. To the extent the auditor's report concludes that

~~<<customer_short_name>>~~ Intrado Comm did comply in all material respects with the service eligibility criteria, AT&T will reimburse ~~<<customer_short_name>>~~ Intrado Comm for its reasonable and demonstrable costs associated with the audit. ~~<<customer_short_name>>~~ Intrado Comm will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) days of receipt of a statement of such costs.

4.3.4.5.1 For the state of Alabama, ~~<<customer_short_name>>~~ Intrado Comm will maintain appropriate documentation to support its certifications and may dispute any portion of the findings of an audit by petitioning the Commission for a review within twenty (20) days of receiving the reported findings of the auditor.

4.3.4.6 In the event ~~<<customer_short_name>>~~ Intrado Comm converts special access services to Network Elements, ~~<<customer_short_name>>~~ Intrado Comm shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5 Dedicated Transport and Dark Fiber Transport

5.1 Dedicated Transport. Dedicated Transport is defined as AT&T's transmission facilities between wire centers or switches owned by AT&T, or between wire centers or switches owned by AT&T and switches owned by Intrado Comm ~~<<customer_short_name>>~~, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Intrado Comm ~~<<customer_short_name>>~~. AT&T shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement.

5.2 DS1 and DS3 Dedicated Transport Requirements

5.2.1 For purposes of this Section 5.2, a Business Line is as defined in 47 C.F.R. § 51.5.

5.2.2 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dedicated Transport as described in this Agreement, except in any wire center meeting the criteria described below:

5.2.2.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain thirty-eight thousand (38,000) or more Business Lines or four (4) or more fiber-based collocators.

5.2.2.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

5.2.2.3 The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers, as described in Section 1.8, sets forth the list of wire centers meeting the criteria set forth in Sections 5.2.2.1 and 5.2.2.2 above as of March 11, 2005.

- 5.2.2.4 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.1 above, no future DS1 Dedicated Transport unbundling will be required between that wire center and any other wire center exceeding these same thresholds.
- 5.2.2.5 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.2 above, no future DS3 Dedicated Transport will be required between that wire center and any other wire center meeting or exceeding these same thresholds.
- 5.2.2.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.2.2.6.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above, but that were not included in the Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List. AT&T will follow any notification procedures set forth in applicable Commission orders.
- 5.2.2.6.2 <<customer_short_name>> Intrado Comm shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 5.2.2.6.3 For purposes of Section 5.2.2.6 above, AT&T shall make available DS1 and DS3 Dedicated Transport that were in service for <<customer_short_name>> Intrado Comm in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.2.2.6.4 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.2.2.6.5 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, <<customer_short_name>> Intrado Comm shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.
- 5.2.2.6.6 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 5.2.2.6.6.1 If <<customer_short_name>> Intrado Comm fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty

(180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify <<customer_short_name>>'s Intrado Comm's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service(s) set forth in Exhibit 1. In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia and North Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. For the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in AT&T's tariffs.

5.2.2.6.7 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.2.6.5 above or transitioned pursuant to Section 5.2.2.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.2.3 AT&T shall:

5.2.4 Provide <<customer_short_name>> Intrado Comm exclusive use of Dedicated Transport to a particular customer or carrier;

5.2.5 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;

5.2.6 Permit, to the extent technically feasible, <<customer_short_name>> Intrado Comm to connect Dedicated Transport to equipment designated by <<customer_short_name>> Intrado Comm, including but not limited to, <<customer_short_name>>'s Intrado Comm's collocated facilities; and

5.2.7 Permit, to the extent technically feasible, <<customer_short_name>> Intrado Comm to obtain the functionality provided by AT&T's digital cross-connect systems.

5.3 AT&T shall offer Dedicated Transport:

5.3.1 As capacity on a shared facility; and

5.3.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to Intrado Comm <<customer_short_name>>.

5.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

5.5 <<customer_short_name>> Intrado Comm may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10)

unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport, but for which impairment exists for DS1 Dedicated Transport. For purposes of this Section 5, a "Route" is defined in 47 C.F.R. § 51.319 (e) as a transmission path between one of an incumbent LEC's wire centers or switches and another of the incumbent LECs wire centers or switches. A route between two (2) points (e.g. wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between the same end points (e.g. wire center or switch "A" and wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

5.6 Technical Requirements

5.6.1 AT&T shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

5.6.2 AT&T shall offer the following interface transmission rates for Dedicated Transport:

5.6.2.1 DS0 Equivalent;

5.6.2.2 DS1;

5.6.2.3 DS3;

5.6.2.4 STS-1; and

5.6.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

5.6.3 AT&T shall design Dedicated Transport according to its network infrastructure. ~~<<customer_short_name>>~~ Intrado Comm shall specify the termination points for Dedicated Transport.

5.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and AT&T Technical References;

5.6.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

5.6.4.2 AT&T's TR73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.

5.6.4.3 AT&T's TR73525 MegaLink® Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

5.7 Unbundled Channelization (Multiplexing)

5.7.1 To the extent <<customer_short_name>> Intrado Comm is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at an AT&T central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of AT&T. Once UC has been installed, <<customer_short_name>> Intrado Comm may request channel activation on a channelized facility and AT&T shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

5.7.2 AT&T shall make available the following channelization systems and interfaces:

5.7.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.

5.7.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

5.7.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

5.7.3 Technical Requirements. In order to assure proper operation with AT&T provided central office multiplexing functionality, <<customer_short_name>>'s Intrado Comm's channelization equipment must adhere strictly to form and protocol standards. <<customer_short_name>> Intrado Comm must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

5.8 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.

5.8.1 Dark Fiber Transport Requirements

5.8.1.1 For purposes of this Section 5.8, a Business Line is as defined in 47 C.F.R. § 51.5.

5.8.1.2 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dark Fiber Transport as described in this Agreement, except in any wire center meeting the criteria described below:

5.8.1.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

5.8.1.3 The Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, as described in Section 1.8, sets forth the list of wire centers meeting the criteria set forth in Section 5.8.1.2.1 above as of March 11, 2005.

5.8.1.4 Once any wire center exceeds either of the thresholds set forth in Section 5.8.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.

5.8.1.5 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

5.8.1.5.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 5.8.1.2.1 above, but that were not included in the Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List". AT&T will follow any notification procedures in applicable Commission orders.

| 5.8.1.5.2 <<customer_short_name>> Intrado Comm shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

| 5.8.1.5.3 For purposes of Section 5.8.1.5 above, AT&T shall make available Dark Fiber Transport that was in service for <<customer_short_name>> Intrado Comm in a wire center on the Subsequent Wire Center List as of the thirtieth (30) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

5.8.1.5.4 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

| 5.8.1.5.5 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, <<customer_short_name>> Intrado Comm shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.

5.8.1.5.6 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

| 5.8.1.5.6.1 If <<customer_short_name>> Intrado Comm fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify <<customer_short_name>> sIntrado Comm's remaining

Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service set forth in Exhibit 1.

5.8.1.5.6.2 In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. In the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

5.8.1.5.6.3 For Subsequent Embedded Base circuits converted pursuant to Section 5.8.1.5.5 above or transitioned pursuant to Section 5.8.1.5.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.9 Rearrangements

5.9.1 A request to move a working <<customer_short_name>> Intrado Comm Dedicated Transport circuit or a Combination including Dedicated Transport from one connecting facility assignment (CFA) to another CFA in the same AT&T Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable Rearrangement rates for the Change in CFA are set forth in Exhibit A.

5.9.2 A request to reterminate one end of a Dedicated Transport facility that is not a Change in CFA and thus results in retermination in a different AT&T Central Office (Retermination) shall constitute disconnection of existing service and the establishment of new service. Disconnect charges and full nonrecurring charges for establishment of service, as set forth in Exhibit A, shall apply.

5.9.3 Upon request of <<customer_short_name>>, Intrado Comm, AT&T shall project manage the Change in CFA or Retermination of Dedicated Transport and Combinations that include Dedicated Transport as described in Sections 5.9.1 and 5.9.2 above and <<customer_short_name>> Intrado Comm may request OC-TS for such orders.

5.9.4 AT&T shall accept a LOA between <<customer_short_name>> Intrado Comm and another carrier that will allow <<customer_short_name>> Intrado Comm, in connection with a Change in CFA or Retermination, to connect Dedicated Transport or a Combination that includes Dedicated Transport, via a CFA, to the other carrier's collocation space or to another carrier's Multiplexer.

6 **Automatic Location Identification/Data Management System (ALI/DMS)**

6.1 911 and E911 Databases

6.1.1 Where AT&T is the designated E911 Services Provider AT&T shall provide <<customer_short_name>> Intrado Comm with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

6.1.2 The AT&T ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Where AT&T is the E911 Service Provider, <<customer_short_name>> Intrado Comm will be required to provide the AT&T 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1 below.

6.2 Technical Requirements

6.2.1 AT&T's 911 database vendor shall provide <<customer_short_name>> Intrado Comm the capability of providing updates to the ALI/DMS database through a specified electronic interface. <<customer_short_name>> Intrado Comm shall contact AT&T's 911 database vendor directly to request interface. <<customer_short_name>> Intrado Comm shall provide updates directly to AT&T's 911 database vendor on a daily basis. Updates shall be the responsibility of <<customer_short_name>> Intrado Comm and AT&T shall not be liable for the transactions between <<customer_short_name>> Intrado Comm and AT&T's 911 database vendor.

6.2.2 It is <<customer_short_name>>'s Intrado Comm's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the AT&T Interconnection Web site.

6.2.3 <<customer_short_name>> Intrado Comm shall conform to the AT&T standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the AT&T Interconnection Web site.

6.2.4 Stranded Unlocks are defined as end user records in AT&T's ALI/DMS database that have not been migrated for over ninety (90) days to Intrado Comm <<customer_short_name>>, as a new provider of local service to the end user. Stranded Unlocks are those end user records that have been "unlocked" by the previous local exchange carrier that provided service to the end user and are open for <<customer_short_name>> Intrado Comm to assume responsibility for such records.

6.2.4.1 Based upon end user record ownership information available in the NPAC database, AT&T shall provide a Stranded Unlock annual report to <<customer_short_name>> Intrado Comm that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days.

~~<<customer_short_name>>~~ Intrado Comm shall review the Stranded Unlock report, identify its end user records and request to either delete such records or migrate the records to ~~<<customer_short_name>>~~ Intrado Comm within two (2) months following the date of the Stranded Unlock report provided by AT&T. ~~<<customer_short_name>>~~ Intrado Comm shall reimburse AT&T for any charges AT&T's database vendor imposes on AT&T for the deletion of ~~<<customer_short_name>>~~'s Intrado Comm's records.

6.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

6.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate AT&T 911 tandem.

6.3.1.1 The database capability allows ~~<<customer_short_name>>~~ Intrado Comm to offer an E911 service to its PBX end users that identifies to the PSAP the physical location of the ~~<<customer_short_name>>~~ Intrado Comm PBX 911 end user station telephone number for the 911 call that is placed by the end user.

6.3.2 ~~<<customer_short_name>>~~ Intrado Comm may order either the database capability or the transport component as desired or ~~<<customer_short_name>>~~ Intrado Comm may order both components of the service.

6.3.3 911 PBX Locate Database Capability. ~~<<customer_short_name>>~~'s Intrado Comm's end user or ~~<<customer_short_name>>~~'s Intrado Comm's end user's database management agent (DMA) must provide the end user PBX station telephone numbers and corresponding address and location data to AT&T's 911 database vendor. The data will be loaded and maintained in AT&T's ALI database.

6.3.4 Ordering, provisioning, testing and maintenance shall be provided by ~~<<customer_short_name>>~~ Intrado Comm pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the AT&T Interconnection Web site.

6.3.5 ~~<<customer_short_name>>~~'s Intrado Comm's end user, or ~~<<customer_short_name>>~~'s Intrado Comm's end user DMA must provide ongoing updates to AT&T's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of ~~<<customer_short_name>>~~ Intrado Comm to ensure that the end user or DMA maintain the data pertaining to each end user's extension managed by the 911 PBX Locate Service product. ~~<<customer_short_name>>~~ Intrado Comm should not submit telephone number updates for specific PBX station telephone numbers that are submitted by ~~<<customer_short_name>>~~'s Intrado Comm's end user, or ~~<<customer_short_name>>~~'s Intrado Comm's end user DMA under the terms of 911 PBX Locate product.

- 6.3.5.1 <<customer_short_name>> Intrado Comm must provision all PBX station numbers in the same LATA as the E911 tandem.
- 6.3.6 <<customer_short_name>> Intrado Comm agrees to release, indemnify, defend and hold harmless AT&T from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by <<customer_short_name>>'s Intrado Comm's end user or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by <<customer_short_name>> Intrado Comm or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by AT&T in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by AT&T's gross negligence or wilful misconduct. <<customer_short_name>> Intrado Comm is responsible for assuring that its authorized end users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to <<customer_short_name>>'s Intrado Comm's end user or DMA pursuant to these terms. Specifically, <<customer_short_name>>'s Intrado Comm's end user or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.
- 6.3.7 <<customer_short_name>> Intrado Comm may only use AT&T PBX Locate Service solely for the purpose of validating and correcting 911 related data for <<customer_short_name>>'s Intrado Comm's end users' telephone numbers for which it has direct management authority.
- 6.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires <<customer_short_name>> Intrado Comm to order a CAMA type dedicated trunk from <<customer_short_name>>'s Intrado Comm's end user premise to the appropriate AT&T 911 tandem pursuant to the following provisions.
- 6.3.8.1 Except as otherwise set forth below, a minimum of two (2) end user specific, dedicated 911 trunks are required between the <<customer_short_name>>'s Intrado Comm's end user premise and the AT&T 911 tandem as described in AT&T's TR 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the AT&T Interconnection Web site. <<customer_short_name>> Intrado Comm is responsible for connectivity between the end user's PBX and <<customer_short_name>>'s Intrado Comm's switch or POP location.

<<customer_short_name>> Intrado Comm will then order 911 trunks from their switch or POP location to the AT&T 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a <<customer_short_name>> Intrado Comm purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface).

<<customer_short_name>> Intrado Comm is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the AT&T 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

6.3.9 Ordering and Provisioning. <<customer_short_name>> Intrado Comm will submit an Access Service Request (ASR) to AT&T to order a minimum of two (2) end user specific 911 trunks from its switch or POP location to the AT&T 911 tandem.

6.3.9.1 Testing and maintenance shall be provided by <<customer_short_name>> Intrado Comm pursuant to the 911 PBX Locate Marketing Service description that is located on the AT&T Interconnection Web site.

6.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by <<customer_short_name>> Intrado Comm pursuant to the terms and conditions set forth in Attachment 3.

[att: disagrees to additional language]

6.4 ALI to ALI Interoperability

6.4.1 ~~Where AT&T and Intrado Comm are hosting ALI databases for PSAPs having adjoining jurisdictional boundaries Parties shall work cooperatively to replicate the pANI's loaded into their respective ALI hosts associated with those adjoined PSAPs. This shall support the ability to transfer wireless and VoIP E911 calls using pANI solutions for ALI retrieval and display. This may be done either by direct exchange of pANI tables/records between the Parties or by each Party receiving and processing pANI data directly from wireless and VoIP providers into their respective ALI/DBMS systems.~~

6.4.2 ~~Both Parties shall agree to compare pANI tables at least once a year at no charge to each party so as to assure data integrity and the ability of their respective ALI hosts to steer across to the appropriate platform for wireless and/or VoIP E911 caller location information on ALI bids associated with transferred E911 calls.~~

6.4.3 ~~Both Parties shall support the use of PSAP ALI Messaging (PAM) as the protocol for steering between the AT&T ALI hosts and the Intrado Comm ALI hosts. PAM protocol shall be made available with either No Record Found Steering (NRF) and/or Function of Change R (FOC R) call processing.~~

7 **White Pages Listings**

7.1 AT&T shall provide ~~<<customer_short_name>>~~ Intrado Comm and its customers access to white pages directory listings under the following terms:

7.1.1 Listings. ~~<<customer_short_name>>~~ Intrado Comm shall provide all new, changed and deleted listings on a timely basis and AT&T or its agent will include ~~<<customer_short_name>>~~ Intrado Comm residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between ~~<<customer_short_name>>~~ Intrado Comm and AT&T customers. ~~<<customer_short_name>>~~ Intrado Comm shall provide listing information in accordance with the procedures set forth in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.

7.1.2 Unlisted/Non-Published Customers. ~~<<customer_short_name>>~~ Intrado Comm will be required to provide to AT&T the names, addresses and telephone numbers of all ~~<<customer_short_name>>~~ Intrado Comm customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in AT&T's GSST and shall not be subject to wholesale discount.

7.1.3 Inclusion of ~~<<customer_short_name>>~~ Intrado Comm Customers in Directory Assistance Database. AT&T will include and maintain ~~<<customer_short_name>>~~ Intrado Comm customer listings in AT&T's DA databases. ~~<<customer_short_name>>~~ Intrado Comm shall provide such Directory Assistance listings to AT&T at no charge.

7.1.4 Listing Information Confidentiality. AT&T will afford ~~<<customer_short_name>>~~ Intrado Comm's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.

7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by AT&T at tariffed rates as set forth in AT&T's GSST and shall not be subject to the wholesale discount.

7.1.6 Rates. So long as ~~<<customer_short_name>>~~ Intrado Comm provides listing information to AT&T as set forth in Section 7.1.2 above, AT&T shall provide to ~~<<customer_short_name>>~~ Intrado Comm one (1) basic White Pages directory listing per ~~<<customer_short_name>>~~ Intrado Comm customer at no charge other than applicable service order charges as set forth in AT&T's tariffs. Except in the case of a LSR submitted solely to port a number from AT&T, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory

listing, separate service order charges as set forth in AT&T's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

- 7.2 Directories. AT&T or its agent shall make available White Pages directories to <<customer_short_name>> Intrado Comm customer at no charge or as specified in a separate agreement between <<customer_short_name>> Intrado Comm and AT&T's agent.
- 7.3 Procedures for submitting <<customer_short_name>> Intrado Comm Subscriber Listing Information (SLI) are found in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.
- 7.3.1 <<customer_short_name>> Intrado Comm authorizes AT&T to release all <<customer_short_name>> Intrado Comm SLI provided to AT&T by <<customer_short_name>> Intrado Comm to qualifying third parties. Such <<customer_short_name>> Intrado Comm SLI shall be intermingled with AT&T's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to <<customer_short_name>> Intrado Comm for AT&T's receipt of <<customer_short_name>> Intrado Comm SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent AT&T incurs costs to modify its systems to enable the release of <<customer_short_name>>'s Intrado Comm's SLI, or costs on an ongoing basis to administer the release of <<customer_short_name>> Intrado Comm SLI, <<customer_short_name>> Intrado Comm shall pay to AT&T its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of <<customer_short_name>>'s Intrado Comm's SLI, <<customer_short_name>> Intrado Comm will be notified. If <<customer_short_name>> Intrado Comm does not wish to pay its proportionate share of these reasonable costs, <<customer_short_name>> Intrado Comm may instruct AT&T that it does not wish to release its SLI to independent publishers, and <<customer_short_name>> Intrado Comm shall amend this Agreement accordingly. <<customer_short_name>> Intrado Comm will be liable for all costs incurred until the effective date of the agreement.
- 7.3.3 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by <<customer_short_name>> Intrado Comm under this Agreement. <<customer_short_name>> Intrado Comm shall indemnify, except to the extent caused by AT&T's gross negligence or willful misconduct, hold harmless and defend AT&T and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from AT&T's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate <<customer_short_name>> Intrado Comm listings or use of the SLI provided pursuant to this Agreement. AT&T may forward to <<customer_short_name>> Intrado Comm any complaints received by AT&T

| relating to the accuracy or quality of <<customer_short_name>> Intrado Comm
listings.

7.3.4 Listings and subsequent updates will be released consistent with AT&T system
changes and/or update scheduling requirements.

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, (AT&T), and <<customer_name>> Intrado Communications Inc. (<<customer_short_name>> "Intrado Comm"), a Delaware corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or <<customer_short_name>> Intrado Comm or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, AT&T is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, <<customer_short_name>> Intrado Comm is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, pursuant to Sections 251 and 252 of the Act;
<<customer_short_name>> Intrado Comm wishes to purchase certain services from AT&T; and

WHEREAS, the Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (LNP) pursuant to Sections 251 and 252 of the Act as set forth herein; and

WHEREAS, <<customer_short_name>> Intrado Comm wishes to purchase and AT&T wishes to provide other services as described in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements contained herein, AT&T and <<customer_short_name>> Intrado Comm agree as follows:

Definitions [PENDING REVIEW]

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than ten percent (10%).

Commission is defined as the appropriate regulatory agency in each state of AT&T Southeast Region 9-State (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

FCC means the Federal Communications Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1 CLEC Certification

1.1 <<customer_short_name>>Intrado Comm agrees to provide AT&T in writing <<customer_short_name>>Intrado Comm's CLEC ~~or other telecommunications services provider~~ certification from the Commission for all[att: disagrees-revert to original language] states covered by this Agreement except Kentucky prior to AT&T filing this Agreement with the appropriate Commission for approval. Additionally, <<customer_short_name>>Intrado Comm shall provide to AT&T an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

1.2 To the extent <<customer_short_name>>Intrado Comm is not certified as a CLEC ~~telecommunications services provider~~[att: disagrees-revert to original language] in each state covered by this Agreement as of the execution hereof, <<customer_short_name>>Intrado Comm may not purchase services hereunder in that state. <<customer_short_name>>Intrado Comm will notify AT&T in writing and provide CLEC certification from the Commission when it becomes certified to operate in, as well as an effective certification to do business issued by the secretary of state or equivalent authority for, any other state covered by this Agreement. Upon receipt thereof, AT&T will file this Agreement in that state, and <<customer_short_name>>Intrado Comm may purchase services pursuant to

this Agreement in that state, subject to establishing appropriate accounts in the additional state as described in Attachment 7.

- 1.3 Should <<customer_short_name>>Intrado Comm's certification in any state be rescinded or otherwise terminated, AT&T may, at its election, suspend or terminate this Agreement immediately and all monies owed on all outstanding invoices for services provided in that state shall become due, or AT&T may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the term of this Agreement. <<customer_short_name>>Intrado Comm shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2 Term of the Agreement

- 2.1 The initial term of this Agreement shall be five (5) years, beginning on the Effective Date and shall apply to the AT&T Southeast Region 9-State in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred eighty (180) days prior to the expiration of the initial term of this Agreement, the Parties shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. § 252.
- 2.3.1 <<customer_short_name>>Intrado Comm may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then AT&T may terminate this Agreement upon sixty (60) days notice to <<customer_short_name>>Intrado Comm. In the

event that AT&T terminates this Agreement as provided above, AT&T shall continue to offer services to <<customer_short_name>>Intrado Comm pursuant to the rates, terms and conditions set forth in AT&T's then current standard interconnection agreement. In the event that AT&T's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

- 2.3.2 Notwithstanding Section 2.2 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above and AT&T is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month-to-month basis but shall be deemed terminated as of the expiration date hereof.

- 2.4 If, at any time during the term of this Agreement, AT&T is unable to contact <<customer_short_name>>Intrado Comm pursuant to the Notices provision hereof or any other contact information provided by <<customer_short_name>>Intrado Comm under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to <<customer_short_name>>Intrado Comm pursuant to the Notices section hereof. Furthermore, if after eighteen (18) months following the Effective Date of this Agreement <<customer_short_name>>Intrado Comm has no active services pursuant to this Agreement, AT&T may terminate this Agreement, without any liability to AT&T, upon notification to <<customer_short_name>>Intrado Comm pursuant to the Notices section hereof.

- 2.5 In addition to as otherwise set forth in this Agreement, AT&T reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of AT&T's facilities or service, abuse of AT&T's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due ~~upon written ten (10) days written notice to Intrado Comm~~. [att: disagrees] In such event, <<customer_short_name>>Intrado Comm is solely responsible for notifying its customers of any discontinuance of service.

3 Nondiscriminatory Access

When <<customer_short_name>>Intrado Comm purchases Telecommunications Services from AT&T pursuant to Attachment 1 of this Agreement for the purposes of resale to customers, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that AT&T provides to others, including its customers. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by AT&T to <<customer_short_name>>Intrado Comm shall be at least equal to that which AT&T provides to itself and shall be

the same for all Telecommunications carriers requesting access to that Network Element. The quality of the interconnection between the network of AT&T and the network of <<customer_short_name>>Intrado Comm shall be at a level that is equal to that which AT&T provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within AT&T's network and shall extend to a consideration of service quality as perceived by AT&T's customers and service quality as perceived by <<customer_short_name>Intrado Comm>.

4 Court Ordered Requests for Call Detail Records and Other Subscriber Information

4.1 Subpoenas Directed to AT&T. Where AT&T provides resold services for <<customer_short_name>>Intrado Comm, AT&T shall respond to subpoenas and court ordered requests delivered directly to AT&T for the purpose of providing call detail records when the targeted telephone numbers belong to <<customer_short_name>>Intrado Comm customers. Billing for such requests will be generated by AT&T and directed to the law enforcement agency initiating the request. AT&T shall maintain such information for <<customer_short_name>>Intrado Comm customers for the same length of time it maintains such information for its own customers.

4.2 Subpoenas Directed to <<customer_short_name>Intrado Comm>. Where AT&T is providing resold services to <<customer_short_name>Intrado Comm>, then <<customer_short_name>>Intrado Comm agrees that in those cases where <<customer_short_name>>Intrado Comm receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to <<customer_short_name>>Intrado Comm customers, and where <<customer_short_name>>Intrado Comm does not have the requested information, <<customer_short_name>>Intrado Comm will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T for handling in accordance with Section 4.1 above.

4.3 In all other instances, where either Party receives a request for information involving the other Party's customer, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

5 Liability and Indemnification

5.1 <<customer_short_name>>Intrado Comm Liability. In the event that <<customer_short_name>>Intrado Comm consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using <<customer_short_name>>Intrado Comm's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of <<customer_short_name>>Intrado Comm under this Agreement.

- 5.2 Liability for Acts or Omissions of Third Parties. AT&T shall not be liable to <<customer_short_name>>Intrado Comm for any act or omission of another entity providing any services to <<customer_short_name>>Intrado Comm>.
- 5.3 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to <<customer_short_name>>Intrado Comm pursuant to Attachment 9 hereof shall be credited against any damages otherwise payable to <<customer_short_name>>Intrado Comm pursuant to this Agreement.
- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its customers and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall, except to the extent caused by the other Party's gross negligence or willful misconduct, indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 5.3.2 Neither AT&T nor <<customer_short_name>>Intrado Comm shall be liable for damages to the other Party's terminal location, equipment or customer premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 5.3.3 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

5.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

5.4 Indemnification for Certain Claims. Except as otherwise set forth in this Agreement and except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the ~~Party providing services hereunder~~ Parties, ~~its~~ ~~their~~ Affiliates and ~~its~~ ~~their~~ parent companies, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the ~~receiving other~~ Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by any third party (including, but not limited to, a customer of the Party receiving services) arising from the third party's use or reliance on and arising from the Party receiving services use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement. [att: disagrees-revert to original language]

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

6 Intellectual Property Rights and Indemnification

6.1 No License. Except as expressly set forth in Section 6.2 below, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

- 6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 6.3 Intellectual Property Remedies
- 6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 above.
- 6.3.2 Claim of Infringement
- 6.3.2.1 In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:
- 6.3.2.2 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 6.3.2.3 obtain a license sufficient to allow such use to continue.
- 6.3.2.4 In the event Sections 6.3.2.2 or 6.3.2.3 above are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

- 6.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 6.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 6.3.5 Dispute Resolution. Any claim arising under Sections 6.1 and 6.2 above shall be excluded from the dispute resolution procedures set forth in Section 8 below and shall be brought in a court of competent jurisdiction.

7 **Proprietary and Confidential Information**

- 7.1 Proprietary and Confidential Information. It may be necessary for AT&T and <<customer_short_name>>, Intrado Comm each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees consultants, contractors and agents of Recipient or its Affiliates with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipients may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with

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

7.3 Exceptions

7.3.1 Recipient will not have an obligation to protect any portion of the Information which:

7.3.2 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

7.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. § 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing public [att: disagrees] information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

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

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

7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

8 Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, if it elects to pursue

resolution of the dispute, shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

9 Taxes

9.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party

9.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

9.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party

9.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

9.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

9.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not applicable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be applicable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any

proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 9.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 9.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party
- 9.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 9.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed ~~if demonstrated they are imposed~~ by the purchasing Party in accordance with applicable tax laws. [att: disagrees and offers language]

- 9.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application of or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 9.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 9.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 9.5 Additional Provisions Applicable to All Taxes and Fees
- 9.5.1 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

- 9.5.2 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to bring a dispute related to the application or amount of a tax or fee before a regulatory authority.

10 Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by <<customer_short_name>>Intrado Comm, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. The Party affected shall provide notice of the Force Majeure event within a reasonable period of time following such an event.

11 Adoption of Agreements

Pursuant to 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, AT&T shall make available to <<customer_short_name>>Intrado Comm any entire interconnection agreement filed and approved pursuant to 47 U.S.C. § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

- 12.1 If <<customer_short_name>>Intrado Comm changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of <<customer_short_name>>Intrado Comm to notify AT&T of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the Commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, <<customer_short_name>>Intrado Comm shall provide AT&T with any necessary supporting documentation, which may include, but is not limited to, a credit application, Application for Master Account, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN)

for each state as assigned by National Exchange Carrier Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), AT&T's blanket form letter of authority (LOA), Misdirected Number form and a tax exemption certificate.

- 12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

13 Intervening Law

This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 20.1 below ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

14 Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

15 Indivisibility

Subject to Section 165 below ~~is this Section cited correctly?~~ [att: ok], the Parties intend that this Agreement be indivisible and nonseverable, and each of the

Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by AT&T of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement as set forth in Attachment 4. The Parties further acknowledge that this Agreement is intended to constitute a single transaction and that the obligations of the Parties under this Agreement are interdependent.

16 Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8 above.

17 Non-Waivers

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

18 Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

19 Assignments and Transfers

19.1 Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written ~~consent~~ consent - notice [att: disagrees- revert to original language] of the other Party shall be void. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that ~~<<customer_short_name>> Intrado Comm or its affiliate~~ <<customer_short_name>> Intrado Comm or its affiliate [att: disagrees] is entitled to provide Telecommunications Service. After ~~AT&T's consent~~, TI [att: disagrees- revert to original language] the Parties shall amend this Agreement to

reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, <<customer_short_name>> Intrado Comm shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) <<customer_short_name>> Intrado Comm pays all bills, past due and current, under this Agreement, or (2) <<customer_short_name>> Intrado Comm's assignee expressly assumes liability for payment of such bills.

- 19.2 In the event that <<customer_short_name>> Intrado Com desires to transfer any services hereunder to another unaffiliated provider of Telecommunications Service, or <<customer_short_name>> Intrado Comm desires to assume hereunder any services provisioned by AT&T to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

20 Notices

- 20.1 Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

~~AT&T Local Contract Manager~~ Local Service Specialist
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

~~Business Markets~~ Wholesale Attorney
Suite 43200
675 West Peachtree Street
Atlanta, GA 30375

<<customer_name>>

Thomas W. Hicks
Director, Regulatory Affairs
c/o Colleen Lockett
1601 Dry Creek Drive
Longmont, CO 80503
regulatory@intrado.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

20.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

20.3 Notwithstanding the above, AT&T will post to AT&T's Interconnection Web site changes to business processes and policies and shall post to AT&T's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

21 Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

22 Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

23 Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24 Filing of Agreement

This Agreement, and any amendments hereto, shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, or as otherwise required by the state and the Parties shall share equally in any applicable fees. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as <<customer_short_name>> is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

25 Compliance with Law

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. This Agreement also contains certain provisions that were negotiated without regard to the Parties' obligations as set forth Section 251 of the Act. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

26 Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

27 Good Faith Performance

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

28 Rates

28.1 <<customer_short_name>> Intrado Comm shall pay the charges set forth in this Agreement. In the event that AT&T is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, AT&T reserves the right to back bill <<customer_short_name>> Intrado Comm for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to <<customer_short_name>> Intrado Comm's agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 7 hereof, AT&T shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:

- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a

third party and such records have not been provided in a timely manner;

- Charges incorrectly billed due to erroneous information supplied by the non-billing Party;
- Charges for which a regulatory body has granted, or a regulatory change permits, the billing Party the authority to back bill.

28.2 To the extent a rate element is omitted or no rate is established, AT&T has the right not to provision such service until the Agreement is amended to include such rate.

28.3 To the extent <<customer_short_name>> Intrado Comm requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement, unless the Parties agree to amend this Agreement to include such service prospectively.

29 **Rate True-Up**

29.1 This section applies to rates that are expressly subject to true-up.

29.2 The rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any discrepancy between the records or disagreement between the Parties regarding the amount of such true-up, the dispute shall be subject to the dispute resolution process set forth in this Agreement.

29.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon AT&T and <<customer_short_name>> specifically or upon all carriers generally, such as a generic cost proceeding.

30 **Survival**

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

31 Entire Agreement

- 31.1 This Agreement means the General Terms and Conditions, the Attachments hereto and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and <<customer_short_name>> acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall, as of the Effective Date, be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.
- 31.2 Any reference throughout this Agreement to a tariff, industry guideline, AT&T's technical guideline or reference, AT&T business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T's Interconnection Web site at: www.interconnection.bellsouth.com. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned; provided, however, that in any state where certain AT&T services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T provides such services as a result of detariffing or deregulation.

Attachment 3
Network Interconnection

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NETWORK INTERCONNECTION

1 General

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-Bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2 Definitions: (For the purpose of this Attachment)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

- 2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.
- 2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.
- 2.3 **AT&T Trunk Group** is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by <<customer_short_name>>.
- 2.4 **911 Service** is as described in this Attachment.
- 2.5 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).
- 2.6 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).
- 2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the The Telcordia® LERG™ Routing Guide (LERG).
- 2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

- 2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.12 **Final Trunk Group** is defined as the last choice trunk group between two (2) switches for which there is no alternate route.
- 2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.
- 2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of AT&T and <<customer_short_name>> Intrado Comm for the exchange of telecommunications traffic between the Parties.
- 2.15 **IntraLATA Toll Traffic** is as defined in this Attachment.
- 2.16 **ISP-Bound Traffic** is as defined in this Attachment.
- 2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.18 **Local Traffic** is as defined in this Attachment.
- 2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.
- 2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.21 **Serving Wire Center (SWC)** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.
- 2.23 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

- 2.24 **Transit Traffic** is traffic originating on ~~<<customer_short_name>>~~'s Intrado Comm's network that is switched and/or transported by AT&T and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by AT&T and delivered to ~~<<customer_short_name>>~~'s Intrado Comm's network.

3 **Network Interconnection**

- 3.1 This Attachment pertains only to the provision of network interconnection where ~~<<customer_short_name>>~~ Intrado Comm owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within AT&T's network. Requests to AT&T for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) Process set forth in Attachment 11.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within AT&T's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds eight point nine (8.9) million minutes per month for three (3) consecutive months at the proposed location of the additional IP. AT&T will not request the establishment of an IP in an AT&T Central Office where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available. When the Parties agree to utilize two-way

interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 Interconnection via Dedicated Facilities

3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.4 Fiber Meet. Notwithstanding Sections 3.2.1, 3.2.2, and 3.2.3 above, if <<customer_short_name>> Intrado Comm elects to establish interconnection with AT&T pursuant to a Fiber Meet Local Channel, <<customer_short_name>> Intrado Comm and AT&T shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, <<customer_short_name>>'s Intrado Comm's SONET transmission system must be compatible with AT&T's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.2 The Parties shall agree to a Fiber Meet point between the AT&T Serving Wire Center and the <<customer_short_name>> Intrado Comm Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet point. AT&T shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type CLLI code will be established for each Fiber

Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.3 Upon verbal request by Intrado Comm <<customer_short_name>>, AT&T shall allow <<customer_short_name>> Intrado Comm access to the fusion splice point for the Fiber Meet point for maintenance purposes on <<customer_short_name>>'s Intrado Comm's side of the Fiber Meet point.

3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and or BellSouth's FCC No. 1 Tariff.

4 Interconnection Trunk Group Architectures

4.1 AT&T and <<customer_short_name>> Intrado Comm shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Attachment. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.

4.2 <<customer_short_name>> Intrado Comm shall establish an interconnection trunk group(s) to at least one (1) AT&T access tandem within the LATA for the delivery of <<customer_short_name>>'s Intrado Comm's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent <<customer_short_name>> Intrado Comm desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which <<customer_short_name>> Intrado Comm has established interconnection trunk groups, <<customer_short_name>> Intrado Comm shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment. Establishment of E911 connection is exempted from this Multiple Tandem Access requirement.

4.2.1 Notwithstanding the forgoing, <<customer_short_name>> Intrado Comm shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where <<customer_short_name>> Intrado Comm has homed (i.e., assigned) its NPA/NXXs. <<customer_short_name>> Intrado Comm shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to

which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. <<customer_short_name>> Intrado Comm shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

- 4.3 Switched access traffic will be delivered to and from IXC's based on <<customer_short_name>>'s Intrado Comm's NXX access tandem homing arrangement as specified by <<customer_short_name>> Intrado Comm in the LERG.
- 4.4 Any <<customer_short_name>> Intrado Comm interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to <<customer_short_name>> Intrado Comm from an AT&T switch, and (3) requires special AT&T switch translations and other network modifications will require <<customer_short_name>> Intrado Comm to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11.
- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between AT&T and <<customer_short_name>> Intrado Comm are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate AT&T intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at fifty percent (50%) of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. <<customer_short_name>> Intrado Comm shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where <<customer_short_name>> Intrado Comm is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the Access Service Request (ASR) process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through AT&T's Carrier Interconnection Switching Center (CISC) Project Management Group and <<customer_short_name>>'s Intrado Comm's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a

new trunk group or (2) a request for more than one hundred ninety-two (192) trunks on a single or multiple group(s) in a given AT&T local calling area.

4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic

4.10.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. <<customer_short_name>> Intrado Comm shall order such two-way trunks via the ASR process. AT&T will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 6 below. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.

4.10.2 AT&T Access Tandem Interconnection. AT&T Access Tandem interconnection at a single Access Tandem provides access to those End Offices subtending that access tandem (Intratandem Access). Access Tandem interconnection is available for any of the following access tandem architectures:

4.10.2.1 Basic Architecture. In the basic architecture, <<customer_short_name>>'s Intrado Comm's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between <<customer_short_name>> Intrado Comm and AT&T Access Tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between <<customer_short_name>> Intrado Comm and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> Intrado Comm desires to exchange traffic. This trunk group also carries <<customer_short_name>> Intrado Comm originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Intrado Comm <<customer_short_name>>. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.2.2

One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for Intrado Comm <<customer_short_name>> originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for AT&T end users. A second one-way trunk group carries AT&T-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for <<customer_short_name>> Intrado Comm end users. A two-way trunk group provides Intratandem Access for <<customer_short_name>>'s Intrado Comm's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer_short_name>> Intrado Comm and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> Intrado Comm exchanges traffic. This trunk group also carries <<customer_short_name>> Intrado Comm originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Intrado Comm <<customer_short_name>>. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C. [att: disagrees to additional language] One-way trunk group configurations are used to support E911 intertandem selective routing transfers between PSAPs served by AT&T 's E911 network and PSAPs served by Intrado's IEN network. E911 transfers originating from Intrado IEN PSAPs shall be routed over one-way trunk groups terminating at the AT&T E911 SR and shall be the responsibility of Intrado Comm. E911 transfers originating from AT&T PSAPs shall be routed over one-way trunk groups terminating at the Intrado IEN POI Intelligent Emergency Network. The Parties shall support such one-way trunking configurations in accordance with the capabilities of the AT&T SR. Parties shall also provide and maintain with each other cooperatively maintain the requisite trunk and/or dial plan translations to initiate and complete enable inter-tandem selective routing E911 call transfers where the AT&T generic software supports such arrangements..

4.10.2.3

Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between <<customer_short_name>> Intrado Comm and AT&T. In addition, a separate two-way transit trunk group must be established for <<customer_short_name>>'s Intrado Comm's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between <<customer_short_name>> Intrado Comm and ICOs, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> Intrado Comm exchanges traffic. This trunk group also carries <<customer_short_name>> Intrado Comm originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC

tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Intrado Comm<<customer_short_name>>. However, where <<customer_short_name>> Intrado Comm is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.2.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and <<customer_short_name>>'s Intrado Comm's Transit Traffic are exchanged on a single two-way trunk group between <<customer_short_name>> Intrado Comm and AT&T to provide Intratandem Access to Intrado Comm<<customer_short_name>>. This trunk group carries Transit Traffic between <<customer_short_name>> Intrado Comm and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which <<customer_short_name>> Intrado Comm desires to exchange traffic. This trunk group also carries <<customer_short_name>> Intrado Comm originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to <<customer_short_name>>. However, where <<customer_short_name>> Intrado Comm is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.2.5 Multiple Tandem Access (MTA) Interconnection

4.10.2.5.1 Where <<customer_short_name>> Intrado Comm does not choose access tandem interconnection at every AT&T Access Tandem within a LATA, <<customer_short_name>> Intrado Comm must utilize AT&T's MTA interconnection. To utilize MTA <<customer_short_name>> Intrado Comm must establish an interconnection trunk group(s) at a minimum of one (1) AT&T Access Tandem within each LATA as required. AT&T will route <<customer_short_name>>'s Intrado Comm's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. <<customer_short_name>> Intrado Comm must also establish an interconnection trunk group(s) at all AT&T Access Tandems where <<customer_short_name>> Intrado Comm NXXs are homed as described in Section 4.2.1 above. If <<customer_short_name>> Intrado Comm does not have

NXXs homed at any particular AT&T Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T Access Tandem, <<customer_short_name>> Intrado Comm can order MTA in each AT&T Access Tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate <<customer_short_name>>'s Intrado Comm's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those AT&T Access Tandems where <<customer_short_name>> Intrado Comm does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines.

4.10.2.5.2 <<customer_short_name>> Intrado Comm may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or terminated to <<customer_short_name>> Intrado Comm will be delivered to and from IXCs based on <<customer_short_name>>'s Intrado Comm's NXX access tandem homing arrangement as specified by <<customer_short_name>> Intrado Comm in the LERG.

4.10.2.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.

4.10.2.5.4 To the extent <<customer_short_name>> Intrado Comm does not purchase MTA in a LATA served by multiple Access Tandems, <<customer_short_name>> Intrado Comm must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent <<customer_short_name>> Intrado Comm routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, <<customer_short_name>> Intrado Comm shall pay AT&T the associated MTA charges.

4.10.3 Local Tandem Interconnection

4.10.3.1 Local Tandem Interconnection arrangement allows <<customer_short_name>> Intrado Comm to establish an interconnection trunk group(s) at AT&T local tandems for: (1) the delivery of Intrado Comm <<customer_short_name>>-originated Local Traffic and ISP-Bound Traffic transported and terminated by AT&T to AT&T End Offices served by those AT&T local tandems, and (2) for local Transit Traffic transported by AT&T for third party network providers who have also established an interconnection trunk group(s) at those AT&T local tandems.

4.10.3.2 When a specified local calling area is served by more than one (1) AT&T local tandem, <<customer_short_name>> Intrado Comm must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, <<customer_short_name>> Intrado Comm may choose to establish an interconnection trunk group(s) at the AT&T local

tandems where it has no codes homing but is not required to do so. <<customer_short_name>> Intrado Comm may deliver Local Traffic and ISP-Bound Traffic to a "home" AT&T local tandem that is destined for other AT&T or third party network provider end offices subtending other AT&T local tandems in the same local calling area where <<customer_short_name>> Intrado Comm does not choose to establish an interconnection trunk group(s). It is <<customer_short_name>>'s Intrado Comm's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to <<customer_short_name>>'s Intrado Comm's codes. Likewise, <<customer_short_name>> Intrado Comm shall obtain its routing information from the LERG.

4.10.3.3 Notwithstanding establishing an interconnection trunk group(s) to AT&T's local tandems, <<customer_short_name>> Intrado Comm must also establish an interconnection trunk group(s) to AT&T Access Tandems within the LATA on which <<customer_short_name>> Intrado Comm has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access and toll traffic, and traffic to Type 2A CMRS connections located at the Access Tandems. AT&T shall not switch SWA traffic through more than one AT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the AT&T Access Tandem for completion. (Type 2A CMRS interconnection is defined in Section A35 of AT&T's GSST).

4.10.3.4 AT&T's provisioning of Local Tandem Interconnection assumes that <<customer_short_name>> Intrado Comm has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.4 Direct End Office-to-End Office Interconnection

4.10.4.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:

4.10.4.2.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between <<customer_short_name>> Intrado Comm and AT&T.

4.10.4.2.2 Traffic Volume. To the extent either Party has the capability to measure the amount of traffic between <<customer_short_name>>'s Intrado Comm's switch

and an AT&T End Office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.4.2.3 Mutual Agreement. The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.5 Transit Traffic Trunk Group

4.10.5.1 Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by <<customer_short_name>> Intrado Comm to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at AT&T Access and Local Tandems provides Intratandem Access to the third parties also interconnected at those tandems. <<customer_short_name>> Intrado Comm shall be responsible for all recurring and nonrecurring charges associated with Transit Traffic trunks and facilities.

4.10.5.2 Toll Free Traffic

4.10.5.2.1 If <<customer_short_name>> Intrado Comm chooses AT&T to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from AT&T's switches, all <<customer_short_name>> Intrado Comm originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.5.2.2 <<customer_short_name>> Intrado Comm may choose to perform its own Toll Free database queries from its switch. In such cases, <<customer_short_name>> Intrado Comm will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is an AT&T local or intraLATA Toll Free call, <<customer_short_name>> Intrado Comm will route the post-query local or IntraLATA converted ten (10)-digit local number to AT&T over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, <<customer_short_name>> Intrado Comm will route the post-query local or intraLATA converted ten (10)-digit local number to AT&T over the Transit Traffic Trunk Group and <<customer_short_name>> Intrado Comm shall provide to AT&T a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, <<customer_short_name>> Intrado Comm will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are

not directly connected to <<customer_short_name>>'s Intrado Comm's network but that are connected to AT&T's Access Tandem.

- 4.10.5.2.3 All post-query Toll Free calls for which <<customer_short_name>> Intrado Comm performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXC's, and GR-317 format for calls destined to end offices that directly subtend an AT&T Access Tandem within the LATA.

5 Network Design And Management For Interconnection

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS1 pursuant to Telcordia Standard No. GR-NWT-00499. Where <<customer_short_name>> Intrado Comm chooses to utilize SS7 signaling, also known as CCS7, SS7 connectivity is required between the <<customer_short_name>> Intrado Comm switch and the AT&T STP. AT&T will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the AT&T Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

- 5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6 Forecasting for Trunk Provisioning

- 6.1 Within six (6) months after execution of this Agreement, <<customer_short_name>> Intrado Comm shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within AT&T's Southeast region. Upon receipt of <<customer_short_name>>'s Intrado Comm's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed Confidential Information under the General Terms and Conditions.

- 6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Intrado Comm <<customer_short_name>>-to-AT&T one-way trunks

(~~<<customer_short_name>>~~ Intrado Comm Trunks), AT&T-to-
~~<<customer_short_name>>~~ Intrado Comm one-way trunks (AT&T Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop AT&T Trunk Groups and/or two-way interconnection trunk forecast quantities.

6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (e.g., local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for ~~<<customer_short_name>>~~ Intrado Comm location and AT&T location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

6.2 Once initial interconnection trunk forecasts have been developed, ~~<<customer_short_name>>~~ Intrado Comm shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. ~~<<customer_short_name>>~~ Intrado Comm shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1 above.

6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

6.4 Trunk Utilization

6.4.1 For the AT&T Trunk Groups that are Final Trunk Groups (AT&T Final Trunk Groups), AT&T and ~~<<customer_short_name>>~~ Intrado Comm shall monitor traffic on each AT&T Final Trunk Group that is ordered and installed. The Parties agree that the AT&T Final Trunk Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) days of installation. The Parties agree that the AT&T Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred eighty (180) days of installation. Any AT&T Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "under-

utilized” trunks. Subject to Section 6.4.2 below, AT&T may disconnect any under-utilized AT&T Final Trunk Groups and <<customer_short_name>> Intrado Comm shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any. [att: disagrees to additional language]
E911 End Office and Intertandem trunks are exempted from these utilization requirements.

6.4.2 AT&T’s CISC will notify <<customer_short_name>> Intrado Comm of any under-utilized AT&T Trunk Groups and the number of such trunk groups that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated <<customer_short_name>> Intrado Comm interface. <<customer_short_name>> Intrado Comm will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which <<customer_short_name>> Intrado Comm expects to need such trunks. AT&T’s CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with <<customer_short_name>> Intrado Comm to determine if agreement can be reached on the number of AT&T Final Trunk Groups to be removed. If no agreement can be reached, AT&T will issue disconnect orders to Intrado Comm <<customer_short_name>>. The due date of these orders will be four (4) weeks after <<customer_short_name>> Intrado Comm was first notified in writing of the underutilization of the trunk groups.

6.4.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6.4.4 For the two-way trunk groups, AT&T and <<customer_short_name>> Intrado Comm shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within ninety (90) days of the installation of the AT&T two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within one hundred eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as “under-utilized” trunks. AT&T will request the disconnection of any under-utilized two-way trunk(s) and <<customer_short_name>> Intrado Comm shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

6.4.4.1 AT&T’s CISC will notify <<customer_short_name>> Intrado Comm of any under-utilized two-way trunk groups and the number of trunks that AT&T wishes to disconnect. AT&T will provide supporting information either by email or

facsimile to the designated <<customer_short_name>> Intrado Comm interface. <<customer_short_name>> Intrado Comm will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which <<customer_short_name>> Intrado Comm expects to need such trunks. AT&T's CISC Project Manager and CCM will discuss the information with <<customer_short_name>> Intrado Comm to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, <<customer_short_name>> Intrado Comm will issue disconnect orders to AT&T. The due date of these orders will be four (4) weeks after <<customer_short_name>> Intrado Comm was first notified in writing of the under-utilization of the trunk groups.

- 6.4.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7 Local Dialing Parity

- 7.1 AT&T and <<customer_short_name>> Intrado Comm shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating Telecommunications Services that require dialing to route a call.

8 Interconnection Compensation

- 8.1 Compensation for Call Transport and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic
- 8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates from one Party's customer located in one exchange and terminates to the other Party's customer in either the same exchange, or other local calling area associated with the originating calling party's exchange as defined and specified in Section A3 of AT&T's GSST.
- 8.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in

one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic. _____

_____ [att: disagrees to additional language]

- ~~8.1.3.1 Neither Party shall pay compensation to the other Party for per minute of use rate for E911 traffic delivered to AT&T SR or E911 intertandem selective routing call transfers~~

- 8.1.4 The appropriate elemental rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and for MTA as described in this Attachment.

- 8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call. If <<customer_short_name>> Intrado Comm delivers Switched Access Traffic to AT&T for termination in violation of this Section, AT&T shall charge <<customer_short_name>> Intrado Comm terminating switched access charges as set forth in AT&T's Intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate. Additionally, such delivery of traffic shall constitute improper use of AT&T facilities as set forth in Section 1.5.2 of Attachment 7 of this Agreement.

- 8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.

- 8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party AT&T's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariffs and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other Party's customer's presubscribed interexchange carrier or if one (1) Party's customer uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate AT&T originating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission.

- 8.1.7 If <<customer_short_name>> Intrado Comm assigns NPA/NXXs to specific AT&T rate centers within the LATA and assigns numbers from those NPA/NXXs to <<customer_short_name>> Intrado Comm customer physically located outside of that LATA, AT&T traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a <<customer_short_name>> Intrado Comm customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, <<customer_short_name>> Intrado Comm agrees to identify such interLATA traffic to AT&T and to compensate AT&T for originating and transporting such interLATA traffic to <<customer_short_name>> Intrado Comm at BellSouth's FCC No. 1 Tariff rates.
- 8.2 If <<customer_short_name>> Intrado Comm does not identify such interLATA traffic to AT&T, AT&T will determine which whole <<customer_short_name>> Intrado Comm NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. AT&T shall make appropriate billing adjustments if <<customer_short_name>> Intrado Comm can provide sufficient information for AT&T to determine whether or not said traffic is Local or ISP-Bound Traffic.
- 8.3 Jurisdictional Reporting
- 8.3.1 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.
- 8.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.
- 8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the

respective interstate traffic percentages to be billed at BellSouth's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to <<customer_short_name>>. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where AT&T has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at AT&T's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by Intrado Comm<<customer_short_name>>. In the event that AT&T opts to utilize its own data to determine jurisdictional reporting factors, AT&T shall notify <<customer_short_name>> Intrado Comm at least fifteen (15) days prior to the beginning of the calendar quarter in which AT&T will begin to utilize its own data.

8.3.5 Audits. On thirty (30) days written notice, <<customer_short_name>> Intrado Comm must provide AT&T the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. <<customer_short_name>> Intrado Comm shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by Intrado Comm<<customer_short_name>>. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, <<customer_short_name>> Intrado Comm is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, <<customer_short_name>> Intrado Comm shall reimburse AT&T for the cost of the audit.

8.4 Compensation for IntraLATA 8XX Traffic. <<customer_short_name>> Intrado Comm shall pay the appropriate switched access charges set forth in the AT&T's

intrastate Access Services tariff and/or BellSouth's FCC No. 1 Tariff. <<customer_short_name>> Intrado Comm will pay AT&T the database query charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. <<customer_short_name>> Intrado Comm will be responsible for any applicable Common Channel Signaling (SS7) charges.

8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.

8.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). AT&T's provision of 8XX TFD to <<customer_short_name>> Intrado Comm requires interconnection from <<customer_short_name>> Intrado Comm to AT&T's 8XX Signal Channel Point. Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. <<customer_short_name>> Intrado Comm shall establish SS7 interconnection at the AT&T LSTPs serving the AT&T 8XX Signal Channel Points that <<customer_short_name>> Intrado Comm desires to query. The terms and conditions for 8XX TFD are set out in the appropriate AT&T Access Services Tariff.

8.5 Mutual Provision of Switched Access Service

8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method or method of originating or terminating the call, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

8.5.2 If an AT&T end user chooses <<customer_short_name>> Intrado Comm as their presubscribed interexchange carrier, or if an AT&T end user uses <<customer_short_name>> Intrado Comm as an interexchange carrier on a 101XXXX basis, AT&T will charge <<customer_short_name>> Intrado Comm the appropriate AT&T tariff charges for originating switched access services.

- 8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.
- 8.5.4 When <<customer_short_name>>'s Intrado Comm's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing AT&T facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by <<customer_short_name>> Intrado Comm as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish Meet Point Billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 8.5.4.1 In cases where <<customer_short_name>> Intrado Comm has a unique hosted Revenue Accounting Office (RAO) code and <<customer_short_name>>'s Intrado Comm's end office subtends the AT&T Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via AT&T's Access Tandem switch, AT&T, as the tandem company agrees to provide to Intrado Comm <<customer_short_name>>, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 8.5.5 AT&T, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 8.5.6 <<customer_short_name>> Intrado Comm shall not deliver switched access traffic to AT&T for termination over any trunks and facilities other than <<customer_short_name>> Intrado Comm ordered switched access trunks and facilities.
- 8.6 Transit Traffic
- 8.6.1 AT&T shall provide tandem switching and transport services for <<customer_short_name>>'s Intrado Comm's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for Tandem Switching, Common Transport and Tandem Intermediary Charge as set forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be

pursuant to MECAB guidelines. Traffic between <<customer_short_name>> Intrado Comm and Wireless Type 1 third parties or Wireless Type 2A third parties that do not engage in Meet Point Billing with AT&T shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.6.2 The delivery of traffic that transits the AT&T network is excluded from any AT&T billing guarantees. AT&T agrees to deliver Transit Traffic to the terminating carrier; provided, however, that <<customer_short_name>> Intrado Comm is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to Intrado Comm <<customer_short_name>>. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of Transit Traffic, <<customer_short_name>> Intrado Comm shall reimburse AT&T for such charges or costs.

8.7 For purposes of intercarrier compensation, AT&T will not be responsible for any compensation associated with the exchange of traffic between <<customer_short_name>> Intrado Comm and a CLEC utilizing AT&T switching. Where technically feasible, AT&T will use commercially reasonable efforts to provide records to <<customer_short_name>> Intrado Comm to identify those CLECs utilizing AT&T switching with whom <<customer_short_name>> Intrado Comm has exchanged traffic. Such traffic shall not be considered Transit Traffic from a routing or billing perspective, but instead will be considered as traffic exchanged solely between <<customer_short_name>> Intrado Comm and the CLEC utilizing AT&T switching.

8.7.1 <<customer_short_name>> Intrado Comm is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of traffic with a CLEC utilizing AT&T switching. AT&T will not be liable for any compensation to the terminating carrier or to Intrado Comm <<customer_short_name>>. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of such traffic, <<customer_short_name>> Intrado Comm shall reimburse AT&T for all such charges or costs.

8.8 <<customer_short_name>> Intrado Comm shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

9 Ordering Charges

- 9.1 The facilities purchased pursuant to this Attachment shall be ordered via the ASR process.
- 9.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

10 Basic 911 and E911 Interconnection

- 10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 10.2 Basic 911 Interconnection. AT&T will provide to <<customer_short_name>> Intrado Comm a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. <<customer_short_name>> Intrado Comm will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by AT&T. <<customer_short_name>> Intrado Comm will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, <<customer_short_name>> Intrado Comm will be required to begin using E911 procedures.
- 10.3 E911 Interconnection. <<customer_short_name>> Intrado Comm shall install a minimum of two (2) dedicated trunks originating from its SWCPoint of Interconnection (POI) -and terminating to the appropriate E911 tandem. The SWCPOI -must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (one point five forty-four (1.544) Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, <<customer_short_name>> Intrado Comm shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the AT&T Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. <<customer_short_name>> Intrado Comm will be required to provide AT&T daily updates to the E911 database where AT&T is the designated E911 service provider. <<customer_short_name>> Intrado Comm will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by AT&T where AT&T is the designated E911 service provider. If the E911 tandem trunks are not available where AT&T is the designated E911 service provider, <<customer_short_name>> Intrado Comm will be required to route the

call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over AT&T's interoffice network and will not carry the ANI of the calling party. <<customer short name>>
Intrado Comm shall be responsible for providing AT&T, where AT&T is the designated E911 service provider, with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

[att: disagrees to additional language]

10.3.1 Intrado Comm and AT&T may deploy bi-directional inter-SR trunking using one-way trunk configurations that will allow transfers between PSAPs subtending on AT&T selective routers and PSAPs subtending on the Intrado Comm SR. Intrado Comm will be responsible for deploying and maintaining one-way trunks from the Intrado IEN for PSAP call transfers from Intrado Comm subtending PSAPs to AT&T subtending PSAPs. AT&T will be responsible for deploying and maintaining one-way trunks from the AT&T selective router for PSAP call transfers from the AT&T subtending PSAPs to Intrado Comm subtending PSAPs. The configuration of these inter-selective router trunk groups shall be designed to support the existing E911 generic of the AT&T selective router tandem. AT&T will notify Intrado Comm of any upgrades to the AT&T E911 generic in the SR that would allow for a different trunking configuration to support inter-tandem transfer. This may include, but is not limited to: (a) Maintenance of location specific route index dial plan translations to enable PSAP to PSAP inter-SR call transfers; (b) Establishment and maintenance of trunk routing translations to enable PSAP to PSAP call transfers; consistent with generic capabilities of the AT&T SR; (c) Notification to the connecting party of impending changes to call transfer translations and/or changes to the inter-tandem trunk group at least 30 days in advance of the activation date, as well as coordination of testing coincident with activation of the changes.

10.3.2 Each party will have a sufficient number of inter-tandem trunks to support simultaneous inter-tandem PSAP call transfers such that a P.01 grade of service is attained. AT&T will alert Intrado Comm of any AT&T selective routing generic software modifications applied that will enable PSAP to PSAP call transfer applications for PSAPs served by an AT&T selective router that was formerly identified as being technically incapable of accommodating those call transfer arrangements as defined in Section 10.3.1. Each party will establish and maintain appropriate Selective Routing Database updates and/or trunk routing translations, as required, to support inter-tandem E9-1-1 PSAP call transfer capability requested by the controlling 911 authority. Each party will be responsible for the alarming and monitoring their respective originating E9-1-1 inter-selective routing trunks. Each party shall notify the other of any service outages on their respective inter-selective routing trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.

Intrado Comm and AT&T may deploy bi-directional inter-SR trunking using one-way trunk configurations that will allow transfers between PSAPs subtending on AT&T selective routers and PSAPs subtending on the Intrado Comm SR. Intrado Comm will be responsible for deploying and maintaining one-way trunks from the Intrado IEN for PSAP call transfers from Intrado Comm subtending PSAPs to AT&T subtending PSAPs. AT&T will be responsible for deploying and maintaining one-way trunks from the AT&T for PSAP call transfers from the AT&T subtending PSAPs to Intrado Comm subtending PSAPs. The configuration of these inter-selective router trunk groups shall be designed to support the existing E911 generic of the AT&T selective router tandem. AT&T will notify Intrado Comm of any upgrades to the AT&T E911 generic in the SR that would allow for a different trunking configuration to support inter-tandem transfer. This may include, but is not limited to: (a) Maintenance of location specific route index dial plan translations to enable PSAP to PSAP inter-SR call transfers; (b) Establishment and maintenance of trunk routing translations to enable PSAP to PSAP call transfers; consistent with generic

capabilities of the AT&T SR; (c) Notification to the connecting party of impending changes to call transfer translations and/or changes to the inter tandem trunk group at least 30 days in advance of the activation date, as well as coordination of testing coincident with activation of the changes.

Each party will have a sufficient number of inter tandem trunks to support simultaneous inter tandem PSAP call transfers such that a P.01 grade of service is attained. AT&T will alert Intrado Comm of any AT&T selective routing generic software modifications applied that will enable PSAP to PSAP call transfer applications for PSAPs served by a AT&T selective router that was formerly identified as being technically incapable of accommodating those call transfer arrangements as defined in Section 10.3.1. Each party will establish and maintain appropriate Selective Routing Database updates and/or trunk routing translations, as required, to support inter tandem E9-1-1 PSAP call transfer capability requested by the controlling 911 authority. Each party will be responsible for the alarming and monitoring their respective originating E9-1-1 inter selective routing trunks. Each party shall notify the other of any service outages on their respective inter selective routing trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.

10.4 Trunks and facilities for 911 Interconnection may be ordered by <<customer_short_name>> Intrado Comm from AT&T pursuant to the terms and conditions set forth in this Attachment.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the AT&T Interconnection Services Web site.

11 SS7 Network Interconnection

11.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to ANI, originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7 based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require AT&T to send SS7 messages or call-related database queries to <<customer_short_name>>'s Intrado Comm's or any other third party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

11.2 Signaling Call Information. AT&T and <<customer_short_name>> Intrado Comm will send and receive ten (10) digits for Local Traffic. Additionally, AT&T and <<customer_short_name>> Intrado Comm will exchange the proper call information, (i.e., originated call company number and destination call company number, CIC, and OZZ) including all proper translations for routing between networks and any information necessary for billing.

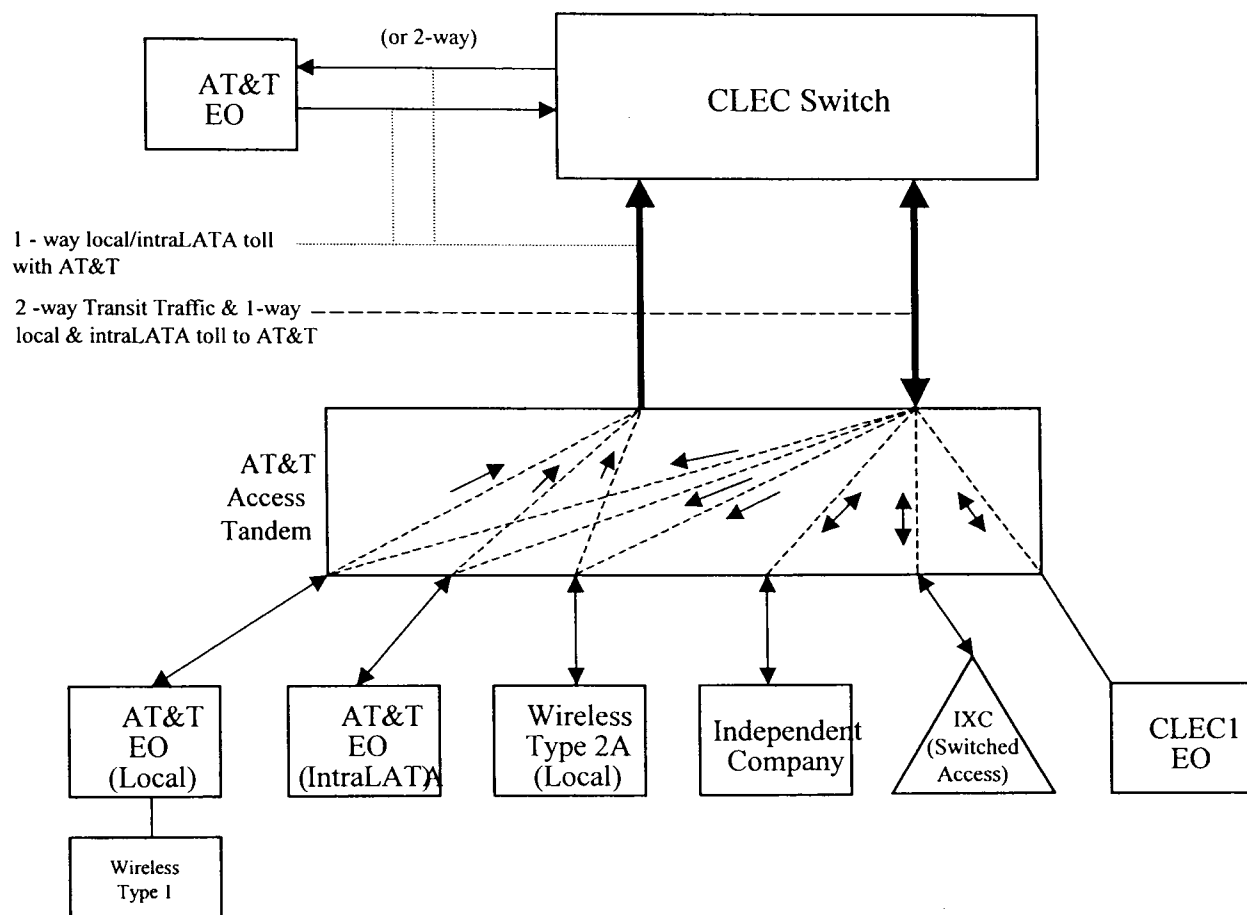
- 11.3 SS7 Network Interconnection is the interconnection of
| <<customer_short_name>> Intrado Comm LSTP switches or
| <<customer_short_name>> Intrado Comm local or tandem switching systems
| with AT&T STP switches. This interconnection provides connectivity that
| enables the exchange of SS7 messages among AT&T switching systems and
| databases, <<customer_short_name>> Intrado Comm local or tandem switching
| systems, and other third party switching systems directly connected to the AT&T
| SS7 network.
- 11.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the
| functions of AT&T switching systems and databases and
| <<customer_short_name>> Intrado Comm or other third party switching systems
| with A-link access to the AT&T SS7 network.
- 11.3.2 If traffic is routed based on dialed or translated digits between a
| <<customer_short_name>> Intrado Comm local switching system and an AT&T
| or other third party local switching system, either directly or via an AT&T tandem
| switching system, then it is a requirement that the AT&T SS7 network convey via
| SS7 Network Interconnection the TCAP messages that are necessary to provide
| Call Management services (i.e., Automatic Callback, Automatic Recall, and
| Screening List Editing) between the <<customer_short_name>> Intrado Comm
| LSTP switches and AT&T or other third party local switch.
- 11.3.3 SS7 Network Interconnection shall provide:
- 11.3.3.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 11.3.3.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 11.3.3.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 11.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary
| for Class 0 (basic connectionless) service as specified in ANSI T1.112. This
| includes GTT and SCCP Management procedures as specified in ANSI T1.112.4.
| Where the destination signaling point is an AT&T switching system or DB, or is
| another third party local or tandem switching system directly connected to the
| AT&T SS7 network, SS7 Network Interconnection shall include final GTT of
| messages to the destination and SCCP Subsystem Management of the destination.
| Where the destination signaling point is a <<customer_short_name>> Intrado
| Comm local or tandem switching system, SS7 Network Interconnection shall
| include intermediate GTT of messages to a gateway pair of
| <<customer_short_name>> Intrado Comm LSTPs and shall not include SCCP
| Subsystem Management of the destination.
- 11.3.5 SS7 Network Interconnection shall provide all functions of the ISUP as specified
| in ANSI T1.113.

- 11.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 11.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of AT&T STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 11.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect <<customer_short_name>> Intrado Comm or Intrado Comm's <<customer_short_name>>-designated local or tandem switching systems or signaling transfer point switches to the AT&T SS7 network:
- 11.4.1 A-link interface from <<customer_short_name>> Intrado Comm local or tandem switching systems; and
- 11.4.2 B-link interface from <<customer_short_name>> Intrado Comm STPs.
- 11.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the AT&T STP is located. There shall be a DS1 or higher rate transport interface at each of the signaling points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 11.4.4 AT&T shall provide intraoffice diversity between the Signaling Point of Interconnection and the AT&T STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to an AT&T STP.
- 11.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 11.4.6 AT&T shall set message screening parameters to accept messages from <<customer_short_name>> Intrado Comm local or tandem switching systems destined to any signaling point in the AT&T SS7 network with which the <<customer_short_name>> Intrado Comm switching system has a valid signaling relationship.
- 11.5 Rates. The Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party for ISUP CCS7 signaling messages associated with Local Traffic. The portion of ISUP CCS7 signaling messages utilized for Local Traffic, which is subject to bill and keep in accordance with this section, shall be determined based upon the application of the applicable signaling factors set forth in AT&T's Jurisdictional Factors Reporting Guide. All other CCS7 signaling messages associated with Local Traffic will be billed at the rates set forth in Exhibit A. In addition, CCS7 facility charges, including charges for signaling ports and signaling links, utilized for Local Traffic will be billed at the

rates set forth in Exhibit A. CCS7 signaling messages, signaling ports, and signaling links associated with interstate calls and with intrastate non-local calls, shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and BellSouth's FCC No. 1 Tariff for switched access services.

Exhibit B

Basic Architecture



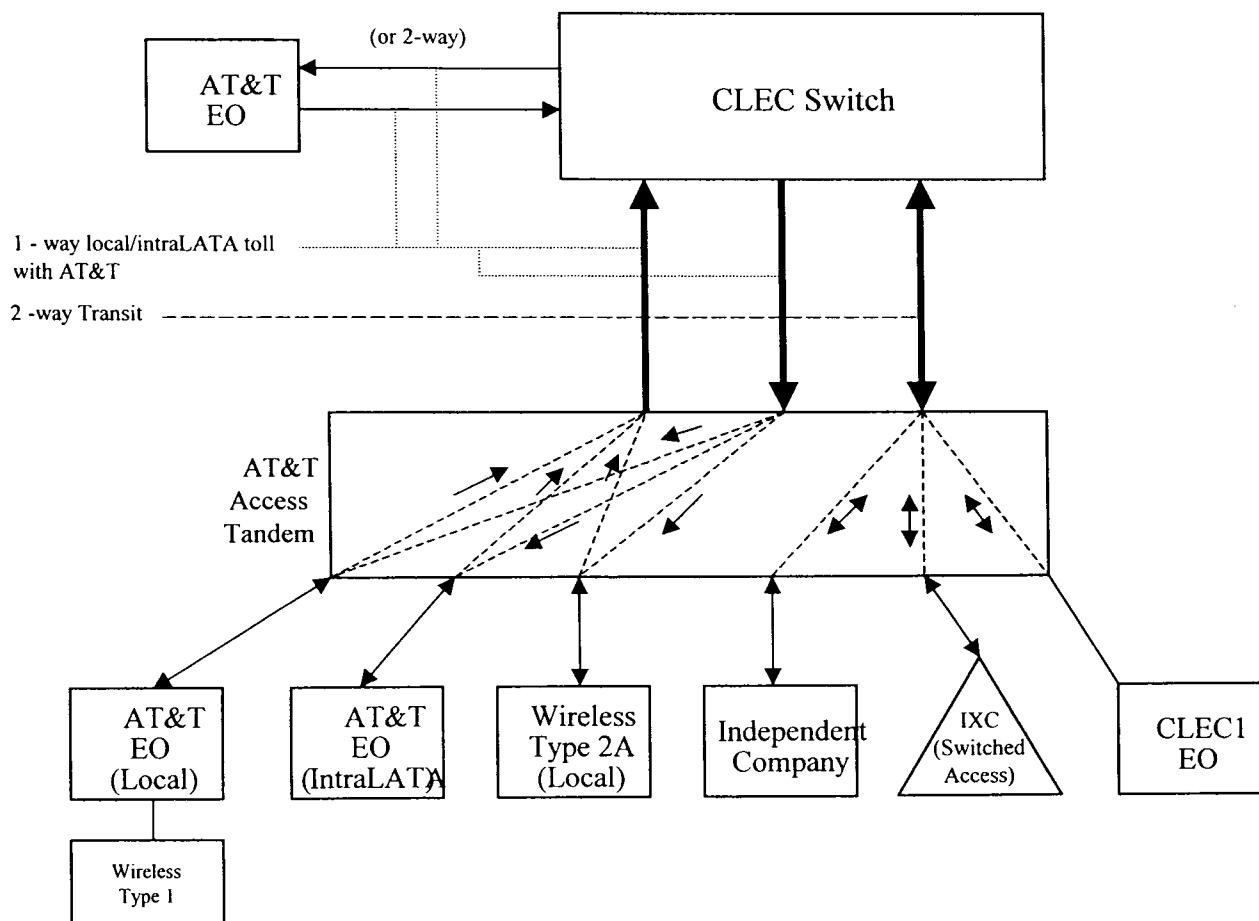
DECLASSIFIED

CONFIDENTIAL

Version: 2Q0
04/26/07

Exhibit C

One-Way Architecture



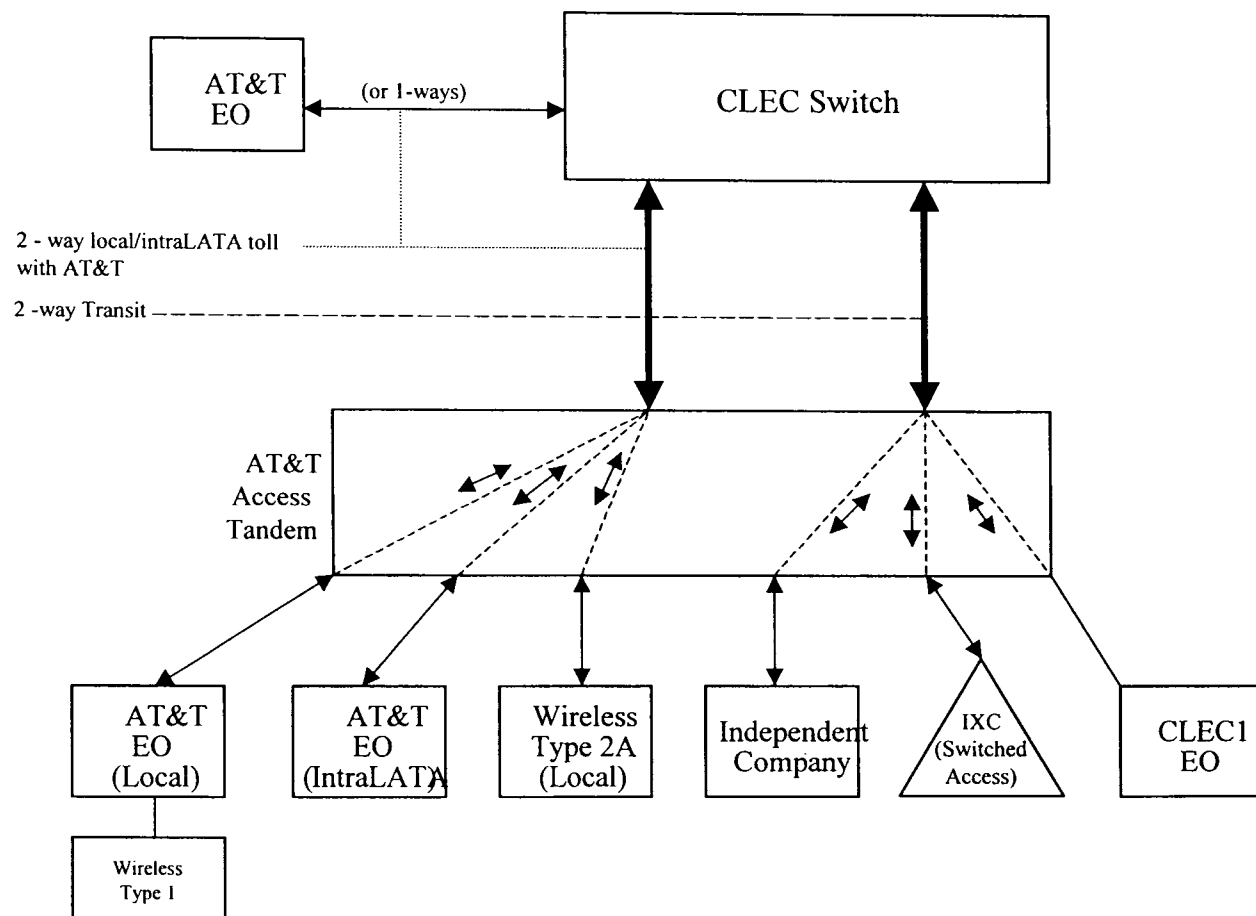
DECLASSIFIED

CONFIDENTIAL

Version: 2Q0
04/26/07

Exhibit D

Two-Way Architecture



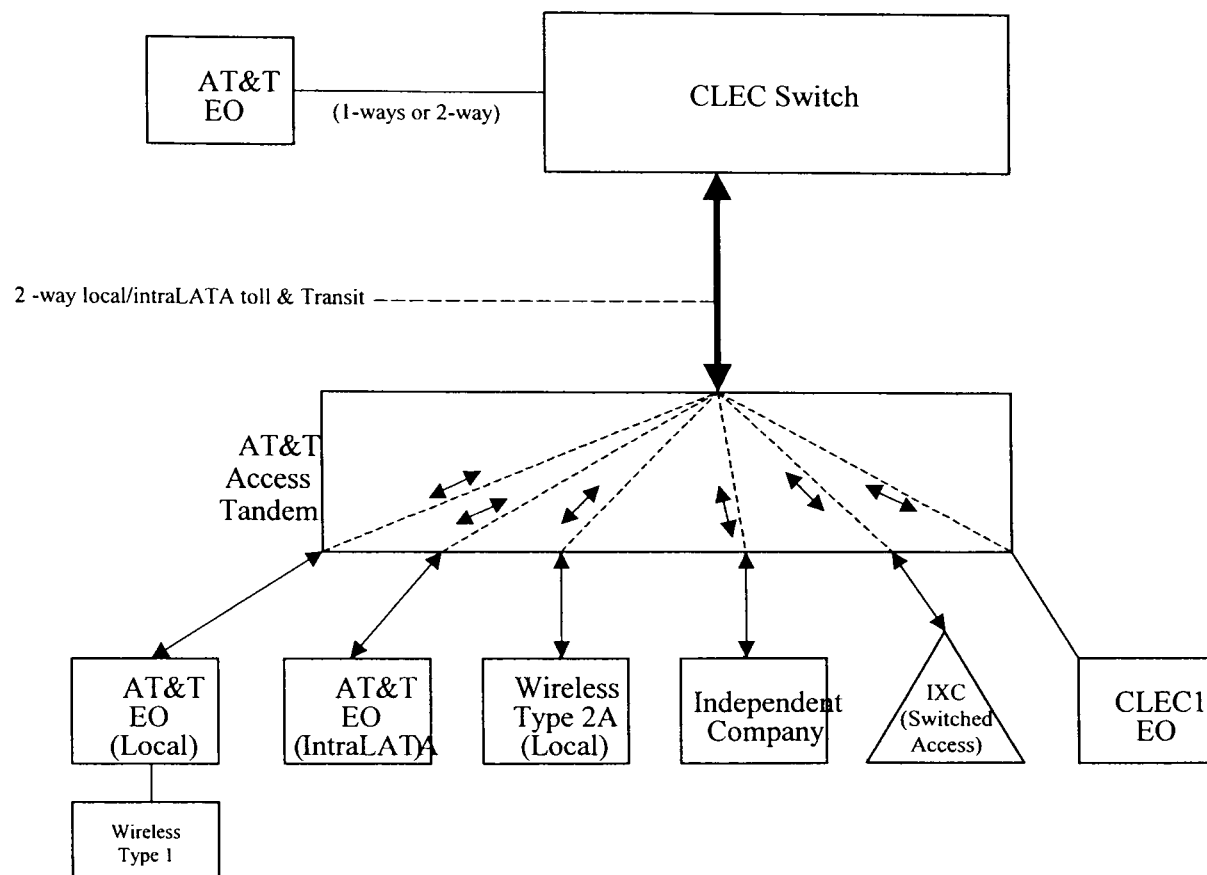
DECLASSIFIED

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Version: 2Q0
04/26/07

Exhibit E

Supergroup Architecture



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From: Ballesteros, Rebecca
Sent: Wednesday, October 24, 2007 12:01 PM
To: Ferguson, Karon; Hicks, Thomas
Cc: Lemoine, Annamarie
Subject: RE: Intrado 251 Request Date Extension

Thank you, Karon. I believe Tom has already signed and is forwarding to you.

From: Ferguson, Karon [mailto:kf2006@att.com]
Sent: Wednesday, October 24, 2007 10:15 AM
To: Hicks, Thomas
Cc: Lemoine, Annamarie; Ballesteros, Rebecca
Subject: FW: Intrado 251 Request Date Extension
Importance: High

Hi Tom,

You requested our attorney's contact name and number regarding our agreement to extend the negotiations arbitration window and your concerns regarding the reservation of rights language in the attached document I sent you.

Our attorney is Annamarie Lemoine. Rebecca may contact her at 404 335 0719. I have copied Annamarie.

Regards,
Karon

Karon Ferguson
AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

"Confidential and proprietary. May not be used or disclosed outside of BellSouth. Subject to Nondisclosure Agreement"

From: Ferguson, Karon
Sent: Tuesday, October 23, 2007 6:07 PM
To: Ferguson, Karon; 'Hicks, Thomas'
Subject: RE: Intrado 251 Request Date Extension
Importance: High

Thomas,

DECLASSIFIED **CONFIDENTIAL**

Here is the revised document to include AT&T 22-State. Please sign and return in pdf format.

Thanks,

Karon

Karon Ferguson

AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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Attn: BellSouth Business Markets Wholesale Marketing Communications
Room 8D32
754 Peachtree St. NE
Atlanta, GA 30308

From: Ferguson, Karon
Sent: Tuesday, October 23, 2007 2:15 PM
To: 'Hicks, Thomas'
Subject: RE: Intrado 251 Request Date Extension

My apologies...I should have caught this and didn't. I will revise the letter and resend it to you.
Thx

K

Karon Ferguson

AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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Attn: BellSouth Business Markets Wholesale Marketing Communications
Room 8D32
754 Peachtree St. NE
Atlanta, GA 30308

From: Hicks, Thomas [mailto:Thomas.Hicks@intrado.com]
Sent: Tuesday, October 23, 2007 1:16 PM
To: Ferguson, Karon
Cc: Hicks, Thomas
Subject: FW: Intrado 251 Request Date Extension
Importance: High

Karon,

I just left you a message concerning the attached memo. I am in agreement with the language therein, but need to have the memo modified to be inclusive of all AT&T states (i.e. the 9-State and the 13-State).

Once you have done so, please sign and send the memo to me, and I will sign and return it to you. Please let me know if this doesn't work for you.

Thank you,

Tom Hicks, ENP
Intrado Inc.
Director-Carrier Relations
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

From: Ferguson, Karon [mailto:kf2006@att.com]
Sent: Tuesday, October 23, 2007 8:19 AM
To: Ballesteros, Rebecca
Cc: Hicks, Thomas
Subject: RE: Intrado Extension
Importance: High

Hi Rebecca,

The extension letter is attached.

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Karon

Karon Ferguson

AT&T Wholesale-Contract Negotiations
Rm 34S91
675 W Peachtree St
Atlanta GA 30375
404 927 0149
fax 404 529 7839

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Attn: BellSouth Business Markets Wholesale Marketing Communications
Room 8D32
754 Peachtree St. NE
Atlanta, GA 30308

From: Ballesteros, Rebecca [mailto:Rebecca.Ballesteros@intrado.com]
Sent: Monday, October 22, 2007 10:36 AM
To: Ferguson, Karon
Cc: Hicks, Thomas
Subject: RE: Intrado Extension

Thank you. We look forward to receiving tomorrow by COB.

From: Ferguson, Karon [mailto:kf2006@att.com]
Sent: Saturday, October 20, 2007 6:36 AM
To: Ballesteros, Rebecca
Subject: Re: Intrado Extension

My apologies for the delay. Our atty is out of town due back Tuesday. I will get it to Tuesday by COB.
Thanks

----- Original Message -----

From: Ballesteros, Rebecca <Rebecca.Ballesteros@intrado.com>
To: Ferguson, Karon; Lemoine, Annamarie
Cc: Hicks, Thomas <Thomas.Hicks@intrado.com>
Sent: Fri Oct 19 17:33:32 2007
Subject: Intrado Extension

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Please let us know the status of the extension letter. Will you have for it ready us to sign on Monday 10/22? We can come up with a draft if that is more convenient for you.

Thank you,

Rebecca Ballesteros
Intrado Communications Inc.
720 864-5513

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Karon Ferguson
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Atlanta, GA 30375

T: 404.927.0149
Karon.ferguson@att.com

October 23, 2007

Mr. Thomas W. Hicks
Director, Regulatory Affairs
Intrado Communications, Inc.
1601 Dry Creek Drive
Longmont, CA 80503

RE: Request for Section 251 Interconnection

Dear Mr. Hicks:

This is to confirm our mutual agreement concerning Intrado Communications, Inc. ("Intrado") and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee (collectively "AT&T SE") negotiations of an interconnection agreement pursuant to Sections 251 and 252 of the Telecommunications Act of 1934 as amended (the "Act"). Intrado and AT&T SE agree that pursuant to Section 252(b)(1) of the Act, the applicable day 135 beginning of the arbitration "window" and day 160 end of the arbitration "window" are as reflected below:

Day 135: October 5, 2007

Day 160: October 30, 2007

Intrado and AT&T SE mutually agree to extend the Arbitration window 60 days from October 30, 2007 to December 29, 2007.

Sincerely,

Karon Ferguson
Lead Negotiator

To reflect our mutual agreement, please sign/date below and return a copy of the signed letter to me.

Signature: _____ Date: _____

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