

INTERCONNECTION AGREEMENT

between

BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T KENTUCKY

and

NEW TALK, INC.

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BETWEEN
AT&T KENTUCKY
AND
NEW TALK, INC.

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Attachment 1: Resale

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Attachment 7: Intentionally Left Blank

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Appendix Collocation

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INTERCONNECTION AGREEMENT – KENTUCKY

This Interconnection Agreement (Agreement) is between New Talk, Inc. ("CLEC") and BellSouth Telecommunications, Inc, d/b/a AT&T Kentucky ("AT&T"), having its principal office at 675 West Peachtree Street, Atlanta, GA 30375 (collectively the Parties).

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement) is dated as of the effective date as defined herein by and between AT&T and CLEC only to the extent that AT&T provide Telephone Exchange Services as an ILEC in Kentucky and shall apply only to the state of Kentucky.

WHEREAS, pursuant to the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of AT&T services and for the provision by AT&T of Interconnection, Unbundled Network Elements, and Ancillary Functions as designated in the Attachments and Schedules attached hereto.

WHEREAS, on February 8, 1996, the Communications Act of 1934, 47 U.S.C. § 151 et seq., was amended by the Telecommunications Act of 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, telecommunications carriers; and

WHEREAS, AT&T is an Incumbent Local Exchange Carrier or has a majority ownership interest in local exchange companies ("ILECs") which are Incumbent Local Exchange Carriers; and

WHEREAS, AT&T is willing to provide Interconnection, Unbundled Network Elements, ancillary functions or services, services for resale and additional features, on the terms and subject to the conditions of this Agreement; and

WHEREAS, for purposes of this Agreement, CLEC operates or intends to operate in the State of Kentucky where AT&T is the ILEC and CLEC has or, prior to the provisioning of any Interconnection, access to Unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide local Telephone Exchange Services in said ILEC service areas by the the Kentucky Public Service Commission ("Commission");

WHEREAS, CLEC is a telecommunications carrier and has requested that AT&T negotiate an Agreement with CLEC for the provision of Interconnection, Unbundled Network Elements, ancillary functions or services, services for resale, and additional features pursuant to the Act and in conformance with AT&T's duties under the Act; and

WHEREAS, the Parties have arrived at this Agreement through procedures undertaken pursuant to the Act, and acknowledge that its terms and conditions are subject to the Act, including Sections 251 and 252 thereof.

WHEREAS, in entering into this Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this Agreement, with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review; and

WHEREAS, AT&T was granted *Title II* and *Computer Inquiry* relief by the FCC pursuant to its forbearance petitions (WC Docket No. 06-125) for its broadband wireline services capable of transmitting 200 kbps or greater in each direction, AT&T has no further obligation to make available such services for resale or under any provisions of this Agreement (to the extent applicable). Such broadband wireline services include, but are not limited to, Frame Relay Services, ATM Services, LAN Services, Ethernet-Based Services, Video Transmission Services, Optical Network Services, and Wave-Based Services that AT&T currently offers, but excludes TDM-based DS1 and DS3 services; and

WHEREAS the Parties understand AT&T, Inc.'s operational support systems (OSS) and technical capabilities vary from one state to another across AT&T, Inc.'s twenty-two states. This Agreement attempts to conform a Texas interconnection agreement to comply with AT&T's OSS and technical capabilities in the State of Kentucky. To the extent provisions in the original agreement have not been modified in this Agreement and are inconsistent with the OSS and technical capabilities in the State of Kentucky, AT&T shall provide such services, to the extent applicable, in accordance with the terms and conditions set forth in its then current generic interconnection agreement; and

WHEREAS, the amendments attached to this Agreement have been sequentially numbered, regardless of whether signed or unsigned, and carry the effective date of the Agreement unless otherwise stated; and

WHEREAS, to the extent any rate, term or condition contained in any amendment attached hereto as of the Effective Date conflicts with any language in the underlying contract or any other amendment, the rate, term or condition set forth in the higher numbered amendment shall prevail; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement CLEC and AT&T hereby agree as follows:

The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

1. INTRODUCTION

- 1.1 CLEC's current Interconnection Agreement sets forth the terms and conditions pursuant to which AT&T agrees to provide CLEC with access to unbundled network elements (UNEs), Collocation and Resale in AT&T'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 is only obligated to make available UNEs, Collocation and Resale to CLEC in AT&T's incumbent local exchange areas. AT&T has no obligation to provide UNEs, Collocation and Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T's incumbent local exchange areas. In addition, AT&T is not obligated to provision UNEs, Collocation and Resale or provide any other rights under Section 251(c) of the Act outside of AT&T's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in CLEC's current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the associated 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 incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement has been approved by the Commission and is in effect.
- 1.2 This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to AT&T's network and reciprocal compensation for the transport and termination of telecommunications. Provided however, all references to Resale in this Agreement, apply only where CLEC is purchasing resold services from AT&T pursuant to terms and conditions negotiated under Section 251(c)(4) of the Telecommunications Act of 1996 and incorporated into this Agreement.

- 1.3 Subject to the terms and conditions of this Agreement, the Unbundled Network Elements, Combinations or Resale services provided pursuant to this Agreement may be connected to other Unbundled Network Elements, Combinations or Resale services provided by AT&T or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete, relocate or modify the Resale services, Unbundled Network Elements or Combinations purchased hereunder.
- 1.4 Except as provided in this Agreement, during the term of this Agreement, AT&T will not discontinue, as to CLEC, any Unbundled Network Element, Combination, or Ancillary Functions offered to CLEC hereunder. During the term of this Agreement, AT&T will not discontinue any Resale services or features offered to CLEC hereunder except as provided in this Agreement. This Section is not intended to impair AT&T's ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance of the offerings of Unbundled Network Elements, Combinations or Ancillary Functions made by AT&T to CLEC as set forth in and during the term of this Agreement.
- 1.5 AT&T may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.
- 1.6 This Agreement includes and incorporates herein the Attachments listed in the Table of Contents of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.7 Unless otherwise provided in the Agreement, or as required by 47 U.S.C. §224, AT&T will perform all of its obligations concerning its offering of Resale services and Unbundled Network Elements under this Agreement throughout the entire service area in Texas where AT&T is the incumbent local exchange carrier.

2. EFFECTIVE DATE, TERM AND TERMINATION

- 2.1 The effective date of this Agreement (the "Effective Date") shall be as follows: (i) unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement shall be ten (10) calendar days after the Commission (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; or (ii) if this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under the Act, or absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.
- 2.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect until August 29, 2013, and continue in full force and effect on a month to month basis, thereafter until (i) superseded in accordance with the requirements of this section or (ii) terminated pursuant to the requirements of this section. No earlier than one-hundred eighty (180) days before the expiration of the term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations. If 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 the survivability causes contained herein.

- 2.2.1 If either Party serves Notice of Expiration pursuant to Section 2.2, CLEC shall have twenty (20) calendar days to provide AT&T written confirmation if CLEC wishes to pursue a successor agreement with AT&T or alternatively, if CLEC wishes to allow the current Agreement to expire. If CLEC wishes to pursue a successor agreement with AT&T, CLEC shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with AT&T under Sections 251/252 of the Act. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 2.2.1.1 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T in its, as applicable, Notice of Expiration or the written confirmation required after receipt of AT&T's Notice of Expiration, 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. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received Notice of Expiration, the Parties shall have no further obligations under this Agreement except those described in Section 44 of this Agreement, including but not limited to the obligations described in Section 2.4 below.
- 2.3 The terms and conditions and rates and charges contained herein will continue to apply until the earlier of (i) termination by either Party under the terms of this Agreement; (ii) the date a successor agreement becomes effective or (iii) the date that is ten (10) months after the date on which AT&T received CLEC's Section 252(a)(1) request, unless an arbitration petition has been filed by either Party, in which case (ii) applies.
- 2.4 CLEC may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior notice but its liabilities and obligations shall continue in accordance with Section 44 below.
- 2.5 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, 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, other than as set forth in Section 10, 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 2.5 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.
- 2.6 As long as a non-paying Party has disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non-payment is not to be deemed, nor should it be construed as, a material breach of this Agreement.
- 2.7 In the event of expiration or termination of this Agreement other than pursuant to Section 2.5, AT&T and CLEC shall cooperate in good faith to effect an orderly and timely transition of service under this Agreement to CLEC or to another vendor. So long as CLEC fulfills said obligation to effect an orderly and timely transition of service, AT&T shall not terminate service to CLEC's end users and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. AT&T and CLEC shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to AT&T in connection with this transition of service.

3. CHANGE IN LAW/RESERVATION OF RIGHTS

- 3.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the Parties before the Commission. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the following, as of January 23, 2004, which is the date this Agreement is filed for arbitration with the Commission: the Act, the applicable rules, regulations and Orders promulgated under the Act by the FCC, and applicable Kentucky statutes, rules, regulations and Commission orders, and judicial decisions by courts of competent jurisdiction interpreting and applying said federal and Kentucky statutes, rules, regulations and Orders. 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) that are issued, rendered, or adopted after January 23, 2004. Additionally, each Party expressly reserves its intervening law rights relating to the following actions: the impairment proceedings that will be heard before the Commission and any pending appeals that relate to, or arise from, the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) (the "TRO") and the D.C. Circuit's decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) ("USTA") For purposes of this Agreement, "Change in Law" shall be defined as any legally binding judicial decision by a court of competent jurisdiction, amendment of the Act or applicable Kentucky statute, or legislative, federal or state regulatory action, rule, regulation or other legal action that materially revises, reverses, modifies or clarifies the meaning of the Act, an applicable Kentucky statute or any of said rules, regulations, Orders, or judicial decisions which otherwise materially affect any of the material provisions set forth in this Agreement that is issued, rendered or adopted after January 23, 2004. For purposes of this section, "legally binding" means that the relevant legal action has not been stayed, no request for a stay is pending and if any deadline for requesting a stay is designated by statute or regulation, such deadline has passed. If either Party believes that a Change in Law within the meaning of this section has occurred, that Party may request renegotiation by written notice to the other Party. The Parties shall thereafter renegotiate the affected provisions in this Agreement in good faith and amend this Agreement to reflect such Change in Law. For avoidance of any doubt, this section shall also apply to situations where this Agreement defines the rights or obligations of either Party solely by reference to Applicable Law or similar reference. In the event that any renegotiation under this Section 3.0 is not concluded within ninety (90) days after one Party gives the other notice that it demands renegotiation pursuant to this provision, or if at any time during such ninety (90) day period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) business days or if the non-requesting Party refuses to engage in such renegotiation on the ground that there has been no Change in Law sufficient to require renegotiation under this Section, the dispute shall be resolved as provided in Section 9 of this Agreement.
- 3.2 The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights to participate in any proceedings regarding the proper interpretation and/or application of the Act, applicable rules and regulations nor does it waive any rights, remedies, or arguments with respect to any provisions of this Agreement or any rules, regulations, Orders or laws upon which it is based, including its right to seek legal review or a stay pending appeal.

4. INTENTIONALLY LEFT BLANK

5. ASSIGNMENT

- 5.1 CLEC may assign or transfer this Agreement to its Affiliate(s) or a Third Party by providing AT&T written notice thirty (30) calendar days' prior to such assignment or transfer; provided such assignment is not inconsistent with Applicable Law. As such, neither party may delay a transfer for any reason other than to make the determination of the affiliate's or Third Party's ability to pay for the services provided. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate(s) or any Third Party if that Affiliate(s) or Third Party is a party to a separate agreement with AT&T under Sections 251 and 252 of the Act. However the Affiliate or Third Party may opt into any effective and approved Agreement pursuant to Section 252(i) of the Act. Any attempted assignment or transfer of this Agreement by CLEC that is not expressly permitted or allowed shall be void.
- 5.2 Each Party will notify the other in writing not less than thirty (30) days in advance of anticipated assignment.

6. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 6.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") and identified by the Discloser as Confidential Information in accordance with this Section 6. Additionally, such Confidential Information shall include any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as "Derivative Information").
- 6.2 All information which is to be treated as Confidential Information under this Agreement shall:
- (a) if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and
 - (b) if oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and which is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.
- 6.2.2 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.
- 6.3 In addition, by way of example and not limitation, information regarding orders for Resale Services, Network Elements or Combinations placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC's customers pursuant to the Act and the rules and regulations of the FCC, and Recorded Usage Data as described in Attachment 28 concerning Recorded Usage Data, whether disclosed by CLEC to AT&T or otherwise acquired by AT&T in the course of the performance of this Agreement, will be deemed Confidential Information of CLEC for all purposes under this Agreement.

- 6.4 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.
- 6.5 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.6 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.7 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.
- 6.8 The Parties acknowledge that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Disclosing Party.
- 6.9 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.10 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.11 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be

deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7. LIABILITY, INDEMNIFICATION, INTELLECTUAL PROPERTY AND INSURANCE

7.1 Limitation of Liabilities

- 7.1.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices or attachments, 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 inadvertent omission, 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 or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed. "Loss" is defined as 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).
- 7.1.2 Except as otherwise provided below or in specific Attachments or Schedules or other attachments to this Agreement, in the case of any loss alleged or claimed by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion 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.
- 7.1.3 AT&T shall not be liable to CLEC 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 AT&T 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.
- 7.1.4 In the event CLEC provides E911 Service to AT&T, CLEC shall not be liable to AT&T, 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 until service is restored.

7.2 No Consequential Damages

- 7.2.1 NEITHER CLEC NOR AT&T WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING

WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT AT&T'S OR CLEC'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY AT&T OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

THE LIMITATIONS OF LIABILITY OUTLINED ABOVE DO NOT PRECLUDE PARTIES FROM SEEKING DAMAGES IN ANY COURT OF COMPETENT JURISDICTION.

7.3 Obligation to Indemnify

7.3.1 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an Indemnitee) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) (collectively, Damages) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a Claim) (i) alleging any omissions, breach of any representation, warranty, or covenant made by such indemnifying Party (the Indemnifying Party) in this Agreement, (ii) based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors.

7.3.1.1 In the case of any loss alleged or made by an end user of either Party, the Party whose end user alleged or made such loss (Indemnifying Party) shall defend and indemnify the other Party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or intentional or willful misconduct or breach of applicable law of the other (Indemnified) Party.

7.3.2 Intellectual Property

7.3.2.1 CLEC acknowledges that its right under this Agreement to interconnect with AT&T network and to unbundle and/or combine AT&T 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.

7.3.3 The Parties will abide by the April 27, 2000 FCC order in CC Docket No. 96-98 (File No. CCBPol. 97-4), *In the Matter of Petition of MCI for Declaratory Ruling*.

- 7.3.3.1 AT&T agrees to use its best efforts to obtain co-extensive rights for CLEC, under commercially reasonable terms, for Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as AT&T.
- 7.3.3.2 AT&T shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by AT&T.
- 7.3.3.3 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 shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to AT&T under the vendor contract and the terms of the contract (excluding cost terms). AT&T shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.
- 7.3.4 Except as may be required by state or federal law, nothing in this Agreement shall be construed as licenses to use such Intellectual Property rights or warranties, express or implied, concerning CLEC's (or any third party's) 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 network elements (including combining with CLEC's network elements) in AT&T'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 unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights AT&T agrees in Section 7.3.3.1 to use its best efforts to obtain.
- 7.3.5 Unless otherwise required by Applicable Law, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim that arises out of, is caused by, or relates to CLEC's interconnection with AT&T's network and unbundling and/or combining AT&T's 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 unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights AT&T agrees in Section 7.3.3.1 to use its best efforts to obtain.

- 7.3.6 CLEC acknowledges that services and facilities to be provided by AT&T hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit AT&T to provide to CLEC, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to CLEC under this Agreement, then, as may be required by applicable state or federal law:
- a) AT&T agrees to provide written notification to CLEC, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions; and
 - b) For any new agreements that AT&T enters into or existing agreements that it renews, AT&T shall use its best efforts to procure rights or licenses to allow AT&T to provide to CLEC the particular unbundled Network Element(s), on terms comparable to terms provided to AT&T, directly or on behalf of CLEC ("Additional Rights/Licenses").
 - c) For any new agreements that AT&T enters into or existing agreements that it renews, in the event that AT&T, after using its best efforts, is unable to procure Additional Rights/Licenses for CLEC, AT&T will promptly provide written notification CLEC of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts CLEC's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.
 - d) In the event CLEC provides in writing within thirty (30) calendar days of written notice in section (c) above that AT&T has not exercised such best efforts, CLEC may seek a determination through an expedited petition to the Public Utility Commission of Kentucky as to whether AT&T has exercised such best efforts.
 - e) If and to the extent AT&T is unable to make all warranties required pursuant to this agreement without additional costs, including payment of additional fees, in renegotiating with its vendors or licensors, AT&T may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including AT&T, provided, however, all costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 7.3.3.1, 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 unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including AT&T.
- 7.3.7 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.
- 7.3.8 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either party under this Agreement, that utilizes such Intellectual Property to function properly.

7.4 Obligation to Defend; Notice; Cooperation

7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee 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 Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

7.5 OSHA Statement

7.5.1 CLEC, in recognition of AT&T's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of AT&T with all federal, state and local laws, safety and health regulations relating to CLEC's activities concerning Collocated Space, and to indemnify and hold AT&T harmless for any judgments, citations, fines, or other penalties which are assessed against AT&T as the result solely of CLEC's failure to comply with any of the foregoing. AT&T, in its status as an employer, will comply with all federal, state and local laws, safety and health standards and regulations with respect to all other portions of the Premises, and agrees to indemnify and hold CLEC harmless for any judgments, citations, fines or other penalties which are assessed against CLEC as a result solely of AT&T's failure to comply with any of the foregoing.

7.6 Compliance and Certification

7.6.1 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.

7.6.2 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance for Law Enforcement Act, Pub. L. No. 103-414, 108 Stat. 4279 (1994) (codified as amended

in 18 U.S.C. § 2522, and 47 U.S.C. §§ 229, 1001-1010) ("CALEA"). The Parties agree to work jointly, cooperatively and in good faith to allow each Party to comply with CALEA. Unless otherwise specified, each Party shall bear its own cost of complying with CALEA.

7.6.3 OSS

7.6.3.1 CLEC shall be responsible for and indemnifies AT&T against any cost, expense or liability relating to any unauthorized entry or access into, or improper use or manipulation of AT&T's OSS by CLEC employees or persons using authorization granted to that person by CLEC to access AT&T's OSS and shall pay AT&T for any and all damages caused by such unauthorized entry, improper use or manipulation of AT&T's OSS.

7.7 Minimum Insurance Requirements:

7.7.1 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:

7.7.2 For CLECs that are reselling AT&T Resale Services and/or purchasing UNE-P under this Agreement, the minimum insurance coverage and limits are as follows:

7.7.2.1 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$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.

7.7.3 For CLECs that are Interconnecting or purchasing any Unbundled Network Elements (other than UNE-P), products or services under this Agreement, the minimum insurance coverage and limits are as follows:

7.7.3.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

7.7.3.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 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; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

7.7.3.3 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.

7.7.4 Subcontractor Coverage:

7.7.4.1 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 7.7.1 through 7.7.3.3, as applicable, of this Agreement, except for Section 7.7.3.2. With respect to Section 7.7.3.2 of this agreement, subcontractors must maintain the following Commercial General Liability limits: 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.

7.7.5 Companies Affording Insurance:

7.7.5.1 The Parties agree that companies affording the insurance coverage required under Section 7.7 shall have a rating of B+ or better and a Financial Size Category rating of VII 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.

7.7.5.2 Each Party agrees that their insurers will endeavor to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, of any of the insurance policies required herein.

7.7.6 Self Insurance:

7.7.6.1 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:

7.7.6.2 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 employee's state of hire; and

7.7.6.3 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

7.7.6.4 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.

7.7.7 This Section 7.7 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.

8.0 PAYMENT OF RATES AND CHARGES, DEPOSITS

8.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement on or before the next bill date. For purposes of this Agreement, the "Bill Due Date" shall be defined to mean on or before the next bill date. 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 as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided in Sections 8.2. and 8.3., as applicable.

8.1.1 If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the JP Morgan Chase Bank (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the JP Morgan Chase Bank (or such other bank as the Parties agree), payment will be made on the preceding business day.

8.2 If either Party fails to remit payment for any charges for services by the applicable due date, or if a payment or any portion of a payment is received by the billing Party from the paying Party after the applicable due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the billing Party as of the due date (individually and collectively, "Past Due"), then a late payment charge/interest* shall be assessed as follows in Sections 8.2.1 and 8.2.2, as applicable. No other late payment fee or charge applies to overdue amounts.

*For purposes of billing under this Agreement, the terms "interest" and "late payment charge" shall have the same meaning, as set forth in 8.2.1 and 8.2.2 below; provided, however, that neither party will assess a flat fee penalty charge. The parties shall only charge interest as set forth in Sections 8.2.1 and 8.2.2.

8.2.1 If any charge incurred under this Agreement that is billed out of a billing system other than the AT&T 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 intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law.

8.2.2 If any charge incurred under this Agreement that is billed out of AT&T'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 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 intrastate retail tariff governing Late Payment Charges to AT&T'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.

8.3 Each Party shall make all Payments in U.S. Dollars to the other party via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by Party receiving the payment. At least thirty (30) days prior to the first transmission of billing data and information for payment, AT&T will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. CLEC and

AT&T shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by the billing Party no later than the applicable due date of each bill or late payment charge/interest will apply as provided in Section 8.2.1 above. The Party receiving payment shall not be liable for any delays in receipt of funds or errors in entries caused by the paying Party or third parties, including the paying Party's financial institution. The paying Party is responsible for its own banking fees. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

8.3.1 AT&T and CLEC shall provide each other with remittance advices, providing detailed account information for proper application of the payment made by the paying Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI process, or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Agreement, unless otherwise agreed between the Parties.

8.3.2 In the event CLEC receives multiple and/or other bills from AT&T which are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to AT&T's bank account designated pursuant to Section 8.3 and CLEC will provide AT&T with a payment advice pursuant to Section 8.3.1.

8.4 Billing Disputes Related to Paid Amounts

8.4.1 In order for a Billed Party to dispute all or a portion of amounts it has paid, it must:

8.4.1.1 within eleven months of the Billed Party's receipt of the bill in question, give written notice to the Billing Party, by using the standard document, if any, made available by the Billing Party, unless otherwise agreed, of the amounts it disputes ("Disputed Amounts") and include in such written notice the total amount disputed and the specific details and reasons for disputing each item (including, without limitation, and as applicable, the date of the bill in question, BAN/invoice number of the bill, the telephone number, customer code, circuit ID number or trunk number and the USOC information questioned). If the Billed Party determines that additional information should be submitted to the Billing Party to aid in the resolution of the bill dispute, then the Billed Party may submit the additional information in written form in conjunction with the completed AT&T standard bill dispute document.

8.4.1.2 follow the dispute resolution procedures set forth in Section 9, below.

8.4.2 If a Billed Party brings a dispute pursuant to this Section 8.4, and any portion of the dispute is resolved, at the conclusion of the applicable dispute resolution process pursuant to Section 9, in favor of the Billed Party, the Billing Party shall pay or credit the account of the Billed Party the amount determined through the dispute resolution process, plus interest computed in the manner specified under the dispute resolution process (or under Section 8.2, whichever is applicable), as follows:

- (a) the Billing Party shall determine if the Billed Party has any undisputed amount Past Due (as defined under Section 8.2 of this Attachment) and owing to the Billing Party;
- (b) at the Billing Party's discretion, the amount determined through the dispute resolution process, plus interest computed in the manner specified under the dispute resolution

process (or under Section 8.2, whichever is applicable), will be applied as a credit against the amount determined under subparagraph (a) preceding;

- (c) the amount so credited shall be reflected in the immediately next issued invoice with a breakout of the dispute resolution credit and accrued interest listed separately or other supplemental report with appropriate detail; and
- (d) to the extent the amount of dispute resolution exceeds the amount credited by the Billing Party in (a) then the Billing Party will issue a check to the Billed Party of that difference at the same time that the credit is issued pursuant to subparagraph (b).

8.4.2.1 The Parties also agree that the foregoing credit process will not apply to any significant settlements that the Parties enter into that expressly specify a reconciliation process, in which event the terms of such settlement agreement will govern the payment of the settlement amounts.

8.5 Billing Disputes Related to Unpaid Disputed Amounts; Escrow Requirements

8.5.1 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 "Billed Party") shall, on or before the applicable due date, advise the Billing Party in writing by using the standard document, if any, made available by the Billing Party, unless otherwise agreed, of the amounts it disputes ("Disputed Amounts") and within ten (10) business days after the applicable due date give the Billing Party written notice of the amount disputed, specific details and reasons for disputing each item (including, without limitation, as applicable, the date of the bill in question BAN/invoice number of the bill, the telephone number, customer code, circuit ID number or trunk number, the USOC information questioned), unless the Parties agree a lesser level of detail is necessary), and pay to the Billing Party all undisputed unpaid charges by their applicable due date. All disputes must be in good faith and have a reasonable basis. If the Billed Party determines that additional information should be submitted to the Billing Party to aid in the resolution of the bill dispute, then the Billed Party may submit the additional information in written form in conjunction with the completed AT&T standard bill dispute document.

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8.5.3 The Billed Party shall pay (i) when due, all undisputed amounts to the Billing Party, and (ii) within thirty (30) days after its written notice of dispute, except as otherwise provided in Section 8.7 below, place all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. To be acceptable, the third party escrow agent must meet all of the following criteria:

8.5.3.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;

8.5.3.2 The financial institution proposed as the third party escrow agent may not be an affiliate of either Party; and

8.5.3.3 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) credit transactions transfers.

8.5.3.4 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 that the escrow account will meet all of the following criteria:

8.5.3.4.1 The escrow account must be an interest bearing account;

8.5.3.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

8.5.3.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third party escrow agent;

8.5.3.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and

8.5.3.5 Disbursements from the escrow account shall be limited to those:

8.5.3.5.1 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

8.5.3.5.2 made in accordance with the final, non-appealable order or award of an arbitrator appointed pursuant to the provisions of Sections 9.5.1 or 9.6.1; or

8.5.3.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter an arbitrator's award pursuant to Section 9.6.1.

8.5.4 Disputed Amounts in escrow shall be subject to late payment charges/interest as set forth in Sections 8.2.1 and 8.2.2, as applicable.

8.5.5 Limitation on Backbilling and Credit Claims

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

8.5.5.2 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. Reciprocal

Compensation is specifically excluded from this Section and is addressed separately in the Reciprocal Compensation Attachment.

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- 8.7 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 8.5, above, if: (i) the Billed Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute); or (ii) the Billed Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, which previous disputes were resolved in Billing Party's favor or, (iii) if the bill containing the disputed charges is not the first bill for a particular service to the Billed Party, the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system.
- 8.8 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 9.
- 8.9 If the Billed Party disputes in accordance with Section 8.5, any charges and any portion of the dispute is resolved in favor of such Billed Party, the Parties shall cooperate to ensure that all of the following actions are taken:
- 8.9.1 no later than the second bill date after the resolution of the dispute, the Billing Party shall credit the invoice of the Billed Party for that portion of the Disputed Amounts resolved in favor of the Billed Party, including a credit for any late payment charge/interest assessed or applied with respect to such portion of the Disputed Amounts;
- 8.9.2 within fifteen (15) calendar days after resolution of the dispute, the portion of the escrowed Disputed Amounts, if any, resolved in favor of the Billed Party shall be released to the Billed Party, together with any accrued interest thereon, and any portion of the Disputed Amounts not in escrow and resolved in favor of the Billed Party shall be paid to Billed Party, together with any late payment charge/interest assessed or applied with respect thereto; and
- 8.9.3 within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon (and if the accrued interest does not equal any late payment charge/interest that would have been assessed pursuant to Section 8.2.1 had the Disputed Amounts remained undisputed and unpaid during the period of the Dispute, the Billed Party shall remit payment of the difference to the Billing Party within this same time period) and, as applicable, any portion of the Disputed Amounts not in escrow and resolved in favor of the Billing Party shall be paid to Billing Party, together with any late payment charge/interest assessed or applied with respect thereto.
- 8.10 Failure by the Billed Party to knowingly take all necessary actions to effect a release of escrowed Disputed Amounts determined at the conclusion of the applicable dispute resolution process to be owed to the Billing Party or to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.9 shall be grounds for termination of this Agreement as specified in Section 10.2, following.
- 8.11 Deposits

- 8.11.1 The deposit requirements set forth in this Section 8 apply to AT&T's providing the Resale Services and Network Elements and collocation (exclusive of interconnection facilities, collocation cage construction and reciprocal compensation) furnished under this Agreement. AT&T may, in order to safeguard its interests, require that CLEC, if it has a proven history of late payments or has not established a minimum of twelve consecutive months good credit history with the AT&T-owned ILEC in each state where the Parties are doing business, make a reasonable deposit to be held by AT&T as a guarantee of the payment of charges. For purposes of this provision, a Party shall not be deemed to have "a proven history of late payments" or "not established credit" based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of Sections 8.5 through 8.10.
- 8.11.2 Intentionally Left Blank.
- 8.11.3 Unless CLEC is not required to make a deposit payment as described in Section 8.11.1 above, CLEC shall remit an initial cash deposit within thirty (30) days after written request by AT&T. The deposit required by the previous sentence, if any, shall be determined as follows: (i) if, immediately prior to the Effective Date, CLEC was not operating as a local service provider in Kentucky, the initial deposit shall be in the amount of \$17,000; or (ii) if, immediately prior to the Effective Date, CLEC was operating as a local service provider in Kentucky, the deposit shall be in the amount calculated using the method set forth in Section 8.11.7 of this Agreement. This cash deposit will be held by AT&T as a guarantee of payment of charges billed to CLEC. If CLEC is not required to make a deposit payment as set forth in Section 8.11.1 above, AT&T shall not require an initial deposit requirement; provided, however, that the terms and conditions set forth in Section 8.11.1 and Sections 8.11.4 through Section 8.11.10 of this Agreement shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether CLEC has established the minimum twelve (12) months good credit history, CLEC's payment record for the most recent twelve (12) months immediately prior to the Effective Date shall be considered.
- 8.11.4 So long as CLEC maintains timely compliance with its payment obligations, AT&T will not increase any deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, AT&T reserves the right to require additional deposit(s) determined in accordance with Section 8.11.5 and Section 8.11.6 through Section 8.11.10 of this Agreement.
- 8.11.5 If during the first six (6) months of operations under this Agreement, CLEC (a) has been sent at least one valid delinquency notification letter (a letter notifying CLEC of charges that remain unpaid after the next bill date pursuant to Section 8.1, above) by AT&T, where at least a portion of the charges addressed by the delinquency notification letter are not the subject of a dispute under Section 8.5; and (b) the amounts covered by such delinquency notices equals or exceeds five percent (5%) of the aggregate amount billed by AT&T to CLEC under this Agreement of the state in which CLEC is delinquent for the months in question, the deposit amount for the service(s) subject to such delinquency notification letter shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a three month period exceeds the deposit amount held. For purpose of this section, multiple delinquency letters for individual services (i.e. resale, UNE, etc) relating to the same Billing Account Number (BAN) for overlapping time periods will be deemed to be one delinquency letter.
- 8.11.6 Throughout the term of this Agreement and any extension(s) thereof, any time CLEC (a) has been sent at least two (2) valid delinquency notification letters (letters notifying CLEC

of charges that remain unpaid after the next bill date) by AT&T within the immediately preceding twelve (12) months, where at least a portion of the charges addressed by each delinquency notification letter are not the subject of a dispute under Section 8.5; and (b) the amounts covered by such delinquency notices equals or exceeds five percent (5%) of the aggregate amount billed by AT&T to CLEC under this Agreement of the state in which CLEC is delinquent for the months in question, the deposit amount for the service subject to such delinquency notification letters shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a three month period exceeds the deposit amount held.

- 8.11.7 Whenever CLEC's deposit is re-evaluated as specified in Section 8.11.5 or Section 8.11.6, above, such deposit shall be calculated in an amount equal to the average billing to CLEC for Resale service and/or unbundled elements, as applicable, for a two month period. With respect to CLEC, the most recent three (3) months billing on all of CLEC's BANs/Invoice numbers, as applicable, for resale services or network elements shall be used to calculate CLEC's monthly average, which monthly average shall be multiplied by two (2) to arrive at the amount of deposit permitted by Sections 8.11.5 and 8.11.6.
- 8.11.8 Whenever a deposit is re-evaluated as specified in Section 8.11.5 and Section 8.11.6, above, CLEC shall remit the additional deposit amount to AT&T within thirty (30) calendar days of receipt of written notification AT&T requiring such deposit.
- 8.11.9 The deposit requirements of this Section 8.11 may be satisfied in whole or in part with an irrevocable bank letter of credit reasonably acceptable to AT&T. No interest shall be paid by AT&T for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.
- 8.11.10 The fact that AT&T holds a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.
- 8.11.11 Any cash deposit held by AT&T shall be credited to CLEC's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter (as defined in Section 8.11.5) during the most recent twelve (12) months, in which case such cash deposit will be credited during the first rolling twelve (12) month period in which CLEC has been sent less than two delinquency notifications. For the purposes of this Section 8.11.11, interest will be applied from the date paid and calculated as defined in Section 8.2.1 above, and shall be credited to CLEC's account on an annual basis.
- 8.11.12 Any cash deposit shall be held by AT&T as a guarantee of payment of charges billed to CLEC, provided, however, AT&T may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:
 - 8.11.12.1 when AT&T sends CLEC the second valid delinquency notification under this Agreement during the most recent twelve (12) months (provided that a delinquency notification shall be deemed valid if no dispute has been filed under Section 8.5 as to any amount covered by the delinquency notice); or
 - 8.11.12.2 when AT&T suspends CLEC's ability to process orders in accordance with Section 10.2.2; or
 - 8.11.12.3 when CLEC files for protection under the bankruptcy laws; or

- 8.11.12.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
 - 8.11.12.5 when this Agreement expires or terminates (provided, upon expiration or termination of this Agreement, any deposit monies not applied under this Agreement against charges payable by CLEC shall be refunded to CLEC by AT&T);
 - 8.11.12.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, AT&T shall credit any cash deposit to CLEC's account so long as AT&T has not sent to CLEC more than one delinquency notification letter under this Agreement during the most recent twelve (12) months; or
 - 8.11.12.7 upon mutual agreement of the Parties.
- 8.11.13 For the purposes of this Section 8.11.13, interest will be calculated as specified in Section 8.2 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.
- 8.12 Assuming that the previous payment and credit history of a Party (a "Requesting Party") justifies doing so, upon request the other Party (the "Acknowledging Party") will issue a written acknowledgement that the Requesting Party satisfies the condition that the Requesting Party does not have a proven history of late payments and that it has established a minimum of twelve consecutive months good credit history with the Acknowledging Party. Such an acknowledgement, whenever given, shall not be barred by Section 33, below, and shall be enforceable pursuant to its own terms. Such an acknowledgement shall not be required in order for a Party to meet the conditions necessary to avoid imposition of a deposit requirement under this Agreement, assuming it otherwise meets the conditions.
- 8.13 Intentionally left blank.
- 8.14 Each of the Parties will provide all bills and invoices to the other Party electronically when technically feasible rather than in paper form. Upon request, the Parties will provide to the other Party paper copies of bills or invoices for specific types of service (i.e., Resale, UNE, etc.).
- 8.15 Intentionally left blank.
- 8.16 Intentionally left blank.
- 8.17 In response to a trouble ticket initiated by CLEC where AT&T determines in error that the trouble is in CLEC's network or CLEC end user's equipment or communications systems, and CLEC subsequently finds the trouble resides in AT&T's network, CLEC will be credited for all AT&T trouble isolation costs the original trouble ticket, and if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. In addition, CLEC may charge AT&T after closing of the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that AT&T could charge CLEC under AT&T's tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that AT&T may pay such charges to CLEC by means of an identifiable credit on CLEC's account. If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.

9. DISPUTE RESOLUTION

9.1 Finality of Disputes

9.1.1 Except as otherwise specifically provided in this Agreement (for example, in Section 8.5.1, above), no claims will be brought for disputes arising from this Agreement more than 12 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. Likewise, no back bill will be issued for charges arising from this Agreement more than 12 months from the date of the service, occurrence or event giving rise to the charge or back bill.

9.1.2 During the pendency of resolution of any dispute raised in accordance with this Section 9 of this Agreement, whether by settlement or by arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, discontinue or cease to provide all or any portion of obligations pursuant to this Agreement, unless otherwise directed by the other Party.

9.2 Alternative to Litigation

9.2.1 Dispute resolution under the procedures provided in this Section 9 shall be the preferred, but not the exclusive, remedy for all disputes between AT&T and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction with respect to disputes as to which the Commission or such court, agency, or regulatory authority specifies a particular remedy or procedure. However, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, no action or complaint may be filed in the Commission or a court, agency or regulatory authority of competent jurisdiction before the Informal Resolution of Disputes procedures set forth in Section 9.3 below have been followed, in good faith, by the Party commencing such action or complaint.

9.3 Informal Resolution of Disputes

9.3.1 Upon receipt by one Party of written notice of a dispute, including billing disputes, 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 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.

9.3.2 If the Parties are unable to resolve a dispute through the informal procedures described above, then either Party may invoke the Formal Resolution of Disputes or the Parties may agree to invoke Arbitration processes set forth below. Unless the Parties otherwise agree, Formal Resolution of Disputes processes, including arbitration or other procedures

as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating informal dispute resolution under this Section 9.3.

9.3.3 Either Party may notify the other Party in writing at any time after the 60th day after the date of the letter initiating informal dispute resolution under this Section 9.3 that it considers the matter to be at impasse. Such notice shall be provided by any acceptable means under Section 11, below, other than via facsimile. If the other Party does not pursue additional dispute resolution measures pursuant to this Section 9 within 10 business days of the date of the notice letter, the notifying Party may exercise its rights to disconnection and termination in accordance with the processes set forth in Section 10.

9.4 If a bill closure process is mutually agreed to by the Parties, the procedures involved in such processes will not be deemed to place a particular billing item in dispute for purposes of this Section.

9.5 Formal Resolution of Disputes

9.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to billing disputes and matters not specifically addressed elsewhere in this Agreement which require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the applicable commission. Also, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 9.6.

9.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

9.5.3 Claims Not Subject to Commercial Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to commercial arbitration as provided in Section 9.6 below and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

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

9.5.3.2 Actions to compel compliance with the Dispute Resolution process.

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

9.6 Commercial Arbitration

9.6.1 When both Parties agree to binding commercial arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association for commercial disputes or pursuant to such other provider of arbitration services or rules as the Parties may agree. The place where each separate arbitration will be held will be Louisville, Kentucky unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 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 30 days after the close of hearings. The arbitrator has 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. 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.

10. NON-PAYMENT

- 10.1 Failure to pay all or any portion of any amount required to be paid may be grounds for disconnection of Resale Services, Network Elements and Collocation under this Agreement. If a Party fails to pay any 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, AT&T will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, Network Elements and Collocation furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to AT&T within fifteen (15) Calendar Days following receipt of the Billing Party's notice of Unpaid Charges.
- 10.2 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 AT&T's notice of Unpaid Charges:
- 10.2.1 notify AT&T 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 8.5.1 of this Agreement, together with the reasons for its dispute; and
- 10.2.2 pay all undisputed Unpaid Charges to AT&T; and
- 10.2.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.5, and
- 10.2.4 the Non-paying Party is required to deposit Disputed Amounts into an interest bearing escrow account, it must provide written evidence that it has established an interest bearing escrow account that complies with all the terms set forth in Section 8.5 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.5 is furnished to AT&T, such Unpaid Charges will not be deemed to be "disputed" under Section 10.
- 10.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 9.
- 10.4 After expiration of the written notice furnished pursuant to Section 10.1 hereof, if Non-paying Party continues to fail to comply with Section 10.2.1 through 10.2.4, inclusive, or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, AT&T shall, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to Non-paying Party for

payment within ten (10) calendar days of any of the obligations enumerated in Section 10.1. On the day that AT&T provides such written demand to the Non-paying Party, AT&T may also exercise any or all of the following options:

- 10.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or
 - 10.4.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.
- 10.5 Notwithstanding anything to the contrary in this Agreement, AT&T's exercise of any of its options under Section 10.5, 10.5.1 and 10.5.2:
- 10.5.1 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
 - 10.5.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.
- 10.6 A copy of the demand provided to the Non-paying Party under Section 10.5 will be provided to the Commission.
- 10.7 If the Non-Paying Party fails to pay AT&T on or before the date specified in the demand letter provided under Section 10.5 of this Agreement, AT&T may, provided that the undisputed amount of the Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by AT&T to the Non-Paying Party for the immediately preceding month under this Agreement, in addition to exercising any other rights or remedies it may have under Applicable Law:
- 10.7.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
 - 10.7.2 disconnect any Resale Services, Network Elements and/or Collocation furnished under this Agreement. Disconnection of services shall occur for all services provided from AT&T for the Non-Paying Party's Billed Account Number (BAN).
- 10.8 Within five (5) calendar days following any such disconnection, AT&T will notify each Resale End User that because of Non-Paying Party's failure to pay AT&T, the End User's local service will continue for an additional thirty (30) calendar days and that the End User has thirty (30) calendar days from the disconnection date to select a new Local Service Provider. AT&T. AT&T will notify the Commission of the names of all Resale End Users who received a notice under Section 10.9.
- 10.9 If any Resale End User fails to select a new Local Service Provider within thirty (30) calendar days of the disconnection, AT&T may terminate the Resale End User's service.
- 10.10 AT&T will notify the Commission of the names of all Resale End Users whose local service was terminated pursuant to Section 10.10.
- 10.11 Non-Paying Party shall be responsible for all charges for any service furnished by AT&T to any End User pursuant to Section 10.9 hereof.

10.11.1 Nothing in this Agreement shall be interpreted to obligate AT&T to continue to provide local service to any 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 has with regard to such Resale End Users under Applicable Law.

11. NOTICES

11.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent (i) by certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; (ii) by personal delivery or by overnight courier using a recognized commercial courier service with services prepaid and proof of delivery requested; or (iii) by facsimile. Such notices shall be deemed received by the Party to whom they are addressed as follows: (a) if sent by certified mail or first class U.S. Postal Service, upon receipt or should delivery be declined, upon the first attempted delivery, as reflected in the records of the U.S. Postal Service; (b) if sent by personal delivery or by overnight courier, upon receipt or should delivery be declined, upon the first attempted delivery, as reflected in the records of the courier service; and (c) if by facsimile, on the next business day following the date of transmission; provided, however, that notices sent by facsimile are also sent by one of the other acceptable delivery methods and notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

11.2 If to CLEC:

Byron Young, President
112 East Seminary Drive, Suite B
Ft. Worth, Texas 76115
email: byron@newtalkonline.com
Phone: 817-371-5279
Fax: 302-371-5279

11.3 If to AT&T:
AT&T Contract Management
Attn: Notices Manager
311 S. Akard, 9th Floor
Dallas, Texas 75202-5398
Fax: 214-464-2006

11.4 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) Business days' prior written notice to the other Party in compliance with this Section.

11.5 Any notice or other communication will be deemed to be given when received.

12. TAXES

12.1 Each Party purchasing Interconnection, Resale Services, 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, 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, these Taxes shall be billed as a separate item on the invoice.

- 12.2 With respect to any purchase of Interconnection, Resale Services, 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. The following provisions govern the backbilling of Taxes by the providing Party:
- 12.2.1 Taxes for which the purchasing Party is liable: with respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.
- 12.2.2 Taxes for which the providing Party is liable: With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate, as set forth in Section 2.3 of Attachment 28, Comprehensive Billing Attachment.
- 12.2.3 Notwithstanding Section 12.2.2 above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not to exceed four years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this Section, the purchasing party must be notified of the audit determination from which the surcharge results, within 30 days of the notice of proposed adjustment but in no event less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.
- 12.3 With respect to any purchase hereunder of Interconnection, Resale Services, 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.
- 12.4 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 to the extent provided in Section 12.2 above and all subsections thereunder; 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.

- 12.5 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.
- 12.6 If either Party is audited by a taxing authority or other governmental entity, 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.
- 12.7 To the extent a sale is claimed to be for resale 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, 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.
- 12.8 With respect to any Tax or Tax controversy covered by this Section 12, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and at its own expense, any a Tax that it previously billed, or was billed 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.
- 12.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 12 shall be sent in accordance with Section 11 hereof.

13. FORCE MAJEURE

- 13.1 Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition

occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will 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 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 upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

14. PUBLICITY

- 14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

15. NETWORK MAINTENANCE AND MANAGEMENT

- 15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.
- 15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users. Each party will maintain the capability of respectively implementing basic protective controls such as "Cancel To" or "Call Gap."
- 15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

16. LAW ENFORCEMENT AND CIVIL PROCESS

16.1 Intercept Devices

- 16.1.1 Local and federal law enforcement agencies may periodically request information or assistance from either Party. When either Party receives a request associated with a customer of CLEC, the receiving Party will advise the law enforcement agency (LEA) that 1) this is a resold service; 2) AT&T is the underlying local service provider and CLEC provides the billing and customer care to its end-user customers; 3) an interception access point will be provided by AT&T; 4) both carriers should be named and served in the legal demand. AT&T should be named and served to provide the LEA with all

inbound and outbound call detail records, the intercept access point and all technical assistance. CLEC should be named and served in the legal demand to provide verification of customer billing information (name and address) and copies of customer billing records; and 5) AT&T is responsible for billing any charges for services incurred by the LEA. However, if the LEA insists that AT&T immediately provide any requested information in its possession, and/or insists that AT&T not communicate with any other party about the request for information, including CLEC, then AT&T shall be permitted to comply with the LEA's valid request.

- 16.1.2 Should either Party receive a court order authorizing surveillance on the other Party's End User, the Party in receipt shall unless prohibited by the terms of such court order refer such order to the Party that serves the End User. Should a court order pertain to a CLEC customer (trap & trace, pen register or wiretap) or an ALS Type II customer (pen register or wiretap), the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. AT&T shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of court orders pertaining to pen registers or wiretaps. Additionally, AT&T shall provision on its equipment trap & trace orders pertaining to CLEC Local customers. As specified in Section 16.4.3, below AT&T may bill the appropriate law enforcement agency for these services under its customary practices. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

16.2 Subpoenas

- 16.2.1 If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving party is able to do so; if response requires the assistance of the other Party, such assistance will be provided by the other Party. Should the subpoena demand AMA records (call dump) for a CLEC End User, the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. AT&T shall provide the issuing authority with the requested data. As specified in Section 16.4.3 below, AT&T may bill the appropriate law enforcement agency for these services under its customary practices.

16.3 Law Enforcement Emergencies

- 16.3.1 If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

16.4 Law Enforcement Interface

- 16.4.1 AT&T will provide CLEC with a SPOC with whom to interface on a twenty-four (24) hour, seven (7) day a week basis for situations involving immediate threat to life or at the request of law enforcement officials. Court orders authorizing surveillance of CLEC customers provisioned on AT&T facilities (CLEC Local and ALS Type II, as hereinafter

defined) shall be served on both CLEC and AT&T. AT&T shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will notify AT&T and will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

16.4.1.1 As used in this Article, the term ALS Type II shall mean customers connected to the CLEC network through AT&T-owned facilities. ALS Type II customers are located in a building which is connected to an AT&T Central Office by an AT&T-owned cable using customer's premise equipment connected to that cable. At the AT&T Central Office utilizing collocation arrangements, ALS Type II customer's circuit(s) are connected to a CLEC fiber-optic facility which transports traffic to and from a CLEC Central Office.

16.4.2 When the end-user to be tapped, traced, etc. is an CLEC Local or ALS Type II customer provisioned on AT&T facilities, AT&T shall advise the requesting law enforcement agency to name both CLEC and AT&T in the court order and serve both carriers. AT&T shall adhere to all terms of an applicable court order and, unless prohibited by the terms of such applicable court order, notify CLEC directly of the law enforcement agency request within one (1) business day of receiving the request. AT&T shall provide law enforcement with all necessary assistance, including plant information and access to the local loop, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

16.4.3 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices and reserve the right to take action to collect from the LEA where reimbursement is provided for by statute. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.

16.5 Annoyance Calls. AT&T agrees to work cooperatively and jointly with CLEC in investigating annoyance/harassing calls to any CLEC customer where AT&T's cooperation, services, unbundled network elements (including operational support systems), facilities or information are needed to resolve the annoyance/harassing call(s) to the CLEC customer. The AT&T Call Trace Center will handle requests received from CLEC personnel on behalf of CLEC customers. AT&T will provide service to CLEC customers on annoyance/harassing calls that is at parity with the level of service AT&T provides its own customers.

16.6 Soft Dial Tone. To the extent required by law and subject to such additional conditions as the Parties may require, AT&T shall provide soft dial tone to CLEC for the use of its customers.

17. CHANGES IN SUBSCRIBER CARRIER SELECTION

17.1 Each Party must obtain end user authorization prior to requesting a change in the end users' provider of local exchange service (including ordering end user specific Unbundled Network Elements) and must retain such authorizations pursuant to FCC and state rules. The Party submitting the change request assumes responsibility for applicable charges as specified in Subscriber Carrier Selection Changes at 47 CFR 64.1100 through 64.1170 and any applicable state regulations.

- 17.2 When an end user authorizes a change in his selection of local service provider or discontinues service, each party shall release the customer specific facilities. AT&T shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. Further, when an end user abandons a premise (i.e., vacates a premise without disconnecting service), AT&T is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities per the local service provider's request. When a CLEC resale end user has abandoned a premise (i.e. vacates a premise without disconnecting service, CLEC will cooperate with the new local service provider to confirm that the premise is abandoned by providing a timely response to the new local service provider.
- 17.3 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service ("slamming") on behalf of the other Party or a third party other than as required by federal or state law. At CLEC's written request, AT&T will investigate an alleged incidence of slamming involving CLEC, and only in such CLEC authorized instances shall AT&T charge CLEC; providing such charge shall be a cost-based or mutually agreed fee for providing the investigation.

18. AMENDMENTS OR WAIVERS

- 18.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition.
- 18.2 Intentionally Left Blank.
- 18.2.1 In order to execute an amendment to this Agreement, a Party shall request such amendment in writing. Such request shall include details regarding the Section or Sections to be amended and shall include the proposed language changes.
- 18.2.2 Within 30 days from its receipt of the request, the other Party shall accept the proposed amendment in writing or shall deliver written notice to the other Party either rejecting the requested amendment in its entirety, or inviting the prompt commencement of good faith negotiations to arrive at mutually acceptable terms. If the non-requesting Party rejects the requested amendment in its entirety, the requesting Party may request the prompt commencement of good faith negotiations to arrive at mutually acceptable terms, but there shall be no obligation on either Party to continue such negotiations longer than a period of 45 days if the Parties cannot arrive at mutually acceptable amendment terms.
- 18.2.3 If mutually acceptable terms are not agreed upon within 45 days after the delivery of the written notice requesting the commencement of negotiations, or if at any time during this period (or a mutually agreed upon extension of this period), the Parties have ceased to negotiate (other than by mutual agreement) for a period of 10 consecutive days, the amendment shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 9 of this Agreement. Neither Party may pursue dispute resolution pursuant to this Section 18.2.3 with respect to any matter that, if agreed to by the other Party, would have the effect of incorporating into the Agreement a provision that the Party proposing the amendment had unsuccessfully sought in any arbitration pursuant to Section 252 of the Act leading to the adoption of this Agreement. Further, neither Party may invoke the provisions of this Section 18.2.3 more than once during the term of the Agreement.

18.2.4 Nothing in this Section 18.2 shall affect the right of either Party to pursue an amendment to this Agreement pursuant to Section 3 (Intervening Law), or Section 252(i) of the Act.

19. AUTHORITY

19.1 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.

20. BINDING EFFECT

20.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

21. CONSENT

21.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

22. EXPENSES

22.1 Except as specifically set out in this Agreement, each party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

23. HEADINGS

23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

24. RELATIONSHIP OF PARTIES

24.1 This Agreement will 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 will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will 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 will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

25. CONFLICT OF INTEREST

25.1 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 arranging or negotiation of this Agreement or associated documents.

26. MULTIPLE COUNTERPARTS

26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

27. THIRD PARTY BENEFICIARIES

27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

28. REGULATORY APPROVAL

28.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

28.2 The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. If arbitrated, in whole or in part, each Party agrees that this Agreement conforms to the Order of the Commission approving the Agreement, and agrees to fully support approval of this Agreement by the Commission (or the FCC) under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

29. TRADEMARKS AND TRADE NAMES

29.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

30. REGULATORY AUTHORITY

30.1 AT&T will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC Customers contemplated by this Agreement. CLEC will reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible, and AT&T will reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.

30.2 Except as otherwise provided in this Agreement the Parties agree that the rates, terms and conditions of this Agreement will not be superseded by the rates, terms and conditions of any tariff AT&T may file, absent Commission order to the contrary. The Parties agree that CLEC is not precluded from ordering products and services available under any effective AT&T tariff or any tariff that AT&T may file in the future, provided that the products and services are not already available under this Agreement, and provided that CLEC satisfies all conditions contained in such tariff that are material to the particular tariff offering, including, but not limited to, the rates for the selected product or service, and the terms

and conditions regarding provisioning. Provided, however, that CLEC shall not be bound by the general terms and conditions of the tariff that are otherwise addressed in this Agreement.

- 30.2.1 CLEC may also order from a tariff a product or service that is available in its Agreement. Similarly, this Section does not impair AT&T's right to file tariffs nor does it impair AT&T's right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that AT&T provides or hereafter provides to CLEC under this Agreement pursuant to the provision of Attachment 1: Resale, nor does it impair CLEC's right to contest such tariffs before the appropriate Commission, subject to any defenses or arguments AT&T might make in response to CLEC's contesting of such tariffs.

31. **INTENTIONALLY LEFT BLANK**

32. **VERIFICATION REVIEWS**

- 32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Billed (auditing) Party may audit the Billing Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the Billing (audited) Party's billing and invoicing. The Billing Party may audit the Billed Party's books, records and other documents once in each Contract Year for verification of the accuracy of information that the Billing (auditing) Party is entitled, under this Agreement, to rely on in billing and invoicing for services provided to the Billed (audited) Party hereunder. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.
- 32.2 The Billing Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. The credit shall include interest on the overpayment, which interest shall be computed in accordance with Section 8.2.1 of this Agreement. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9 of this Agreement.
- 32.3 Each Party will cooperate fully in any audit performed pursuant to 32.1, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills. The audit will be conducted during normal business hours at an office designated by the Party being audited. The Parties agree to retain records of call detail for two years from when the calls were initially reported to the other Party.
- 32.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the audit pursuant to Section 32.1 found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by the Billed Party for Resale services, Network Elements, Combinations or usage based charges provided during the period covered by the audit.
- 32.5 Except as may be otherwise provided in this Agreement, audits will be at the auditing Party's expense.
- 32.6 This Section 32 also applies to the audit by the Billing Party of the Billed Party's books, records, and other documents related to the development of the percent local usage (PLU) used to measure and settle jurisdictionally unidentified traffic, including but not limited to calls for which calling party number (CPN) is not transmitted, in connection with Attachment 12: Inter-carrier Compensation. If

the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the remainder of current quarter and for the subsequent quarter following the completion of the audit. If the PLU is adjusted based upon the audit results, the Billing Party may audit the Billed Party again during the subsequent nine (9) month period, notwithstanding any other provisions in the Agreement. 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 the subsequent audit which is to happen within nine (9) months of the initial audit.

32.7 Information obtained or received by either Party in connection with Sections 32.1 through 32.6 will be subject to the confidentiality provisions of Section 6 of this Agreement.

33. COMPLETE TERMS

33.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

33.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the Party sought to be bound. Unless otherwise agreed by the Parties, the rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission.

34. COOPERATION ON PREVENTING END USER FRAUD

34.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. 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.

34.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in this Section 34 will include providing to the other Party, upon request, information concerning end users 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.

34.3 AT&T will make available to CLEC all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality to the same extent that AT&T provides such protection to itself. These features include, but are not limited to, screening codes and call blocking of international (011+), 900 and 976 numbers. These features may include: (i) disallowance of call forwarding to international locations (011+), (ii) coin originating ANI II digits, (iii) dial tone re-origination patches, (iv) terminating blocking of Toll Free Service (800) if AT&T is the provider of the Toll Fee Service and (v) 900/976 blocking.

34.3.1 AT&T will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.

34.3.2 AT&T will make a reasonable effort to protect and correct against unauthorized physical attachment, e.g. clip-on fraud, to loop facilities from the Main Distribution Frame up to and including the Network Interface Device.

- 34.3.3 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- 34.3.4 In the event of fraud associated with a CLEC End User's account, including 1+ IntraLATA toll, ported numbers and Alternatively Billed Service (ABS), the Parties agree that AT&T shall not be liable to CLEC for any fraud associated with CLEC's end user's account including 1+ IntraLATA toll, ported numbers and Alternately Billed Service (ABS), unless such fraud is determined to have been committed by an employee or other person under the control of AT&T.
- 34.3.5 AT&T shall use its fraud system to determine suspected occurrences of ABS-related fraud for CLEC customers, using the same criteria AT&T uses to monitor fraud on its own accounts.
- 34.3.5.1 AT&T will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. Subsequent to CLEC's investigation of the notification message, CLEC's Fraud Center will notify AT&T of any action that needs to be taken. AT&T will complete such action as requested by CLEC.
- 34.3.5.2 CLEC understands that the fraud notification messages 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 should be taken as a result of a fraud notification message.
- 34.3.5.3 The Parties will provide contact names and numbers to each other for the exchange of fraud notification messages twenty-four (24) hours per day seven (7) days per week.
- 34.3.5.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.
- 34.3.5.6 ABS-related alerts are provided to CLEC at no additional charge.
- 34.3.6 The Parties agree that CLEC reserves the right to negotiate, as needed, the rates, terms and conditions of a 1+ IntraLATA toll fraud service provided by AT&T.

35. NOTICE OF NETWORK CHANGES/NOTIFICATION OF OTHER INFORMATION

- 35.1 AT&T agrees to provide CLEC reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using AT&T's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit AT&T's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with AT&T's obligations to CLEC under the terms of this Agreement.
- 35.2 AT&T communicates official information to competitive local exchange carriers 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 increases to existing products/services; cancellation or retirement of existing products/services; and operational issues.

- 35.3 SBC will provide CLEC with direct notice of any tariff or filing which concerns the subject matter of this Agreement as required by the rules of the appropriate State Commission.
- 35.4 AT&T, will provide CLEC Accessible Letter notification via electronic mail ("e-mail") distribution,
- 35.5 CLEC may designate a maximum of ten (10) recipients for AT&T Accessible Letter notification via e-mail
- 35.6 CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable AT&T's CLEC Online website) to the AT&T individual specified on that form to designate in writing each individual (other than the CLEC contact designated in Section 11.2) to whom CLEC requests Accessible Letter notification be sent, via e-mail. CLEC shall submit a completed Notices/Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters (other than the CLEC contact designated in Section 11.2). Any completed Notices/Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by AT&T.

36. GOOD FAITH PERFORMANCE

- 36.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

37. RESPONSIBILITY OF EACH PARTY

- 37.1 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 will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting there from or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

38. INTENTIONALLY LEFT BLANK

39. GOVERNMENTAL COMPLIANCE

- 39.1 CLEC and AT&T each will comply at its own expense with all applicable law (including, but not limited to, Part 64 of the rules of the Federal Communications Commission) related to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. CLEC and AT&T each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and

employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) its failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for AT&T to provide the Network Elements and Resale services pursuant to this Agreement.

40. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 40.1 Disclosure of Potential Hazards: When and if CLEC notifies AT&T that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular AT&T building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "Work Location"), AT&T shall timely notify CLEC of any Environmental Hazard at that Work Location of which AT&T has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which CLEC already has actual knowledge or (ii) was caused solely by CLEC or (iii) would be obvious and apparent to anyone coming to the Work Location. For purposes of this Agreement, "Environmental Hazard" shall mean (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) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by AT&T; and (v) any potential hazard that would not be obvious to an individual entering the Work Location or detectable using work practices standard in the industry.
- 40.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to AT&T, CLEC shall have the right to inspect, test, or monitor any Work Location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. CLEC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with AT&T's business operations after consultation with AT&T, and shall return AT&T's property to substantially the same condition as it would have been without such inspections, testing or monitoring.
- 40.3 Managing Disturbed Materials and Media: If and to the extent that CLEC's activity at any Work Location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then CLEC rather than AT&T shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.
- 40.4 Indemnification
- 40.4.1 Each party shall indemnify, on request defend, and hold harmless the other party and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of this Section 40.0 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other applicable law or provision of this agreement dealing with hazardous substances or protection of human health or the environment.

40.4.2 CLEC shall indemnify, on request defend, and hold harmless AT&T and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) 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 CLEC, or by any person acting on CLEC's behalf, while at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of CLEC or by any person acting on CLEC's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by CLEC or its contractors or agents.

40.4.3 AT&T shall indemnify, on request defend, and hold harmless CLEC and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other third party on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) 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 AT&T or by any person acting on AT&T's behalf, at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of AT&T or by any person acting on AT&T's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance either (x) existing or occurring at any Work Location on or before the date of this agreement or (y) caused or created by AT&T or its contractors or agents.

41. SUBCONTRACTING

41.1 If any obligation is performed through a subcontractor, 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, and each party will be solely responsible for payments due the party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

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43. SEVERABILITY

43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such

construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 9.5.

44. SURVIVAL OF OBLIGATIONS

44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

45. GOVERNING LAW

45.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Kentucky other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Louisville, Kentucky and waive any and all objections to a Louisville, Kentucky venue.

46. PERFORMANCE CRITERIA

46.1 Specific provisions governing failure to meet Performance Criteria are contained in Attachment 17: Performance.

47. OTHER OBLIGATIONS OF CLEC

47.1 For the purposes of establishing service and providing efficient and consolidated billing to CLEC, CLEC is required to provide AT&T its authorized and nationally recognized Operating Company Number (OCN) for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN for Resale Services. CLEC is responsible for the expense of implementing any changes to its OCN/ACNA whether or not it involves a merger, consolidation, assignment or transfer of assets.

48. DIALING PARITY

48.1 AT&T will ensure that all CLEC Customers experience the same dialing parity as similarly-situated customers of AT&T services, such that, for all call types: (i) an CLEC Customer is not required to dial any greater number of digits than a similarly-situated AT&T customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an CLEC Customer is at least equal in quality to that experienced by a similarly-situated AT&T customer; and (iii) the CLEC Customer may retain its local telephone number in accordance with the Attachment 14: LRN-PNP.

49. BRANDING

49.1 Specific provisions concerning the branding of services provided to CLEC by AT&T under this Agreement are contained in the following Attachments to this Agreement: Attachment 1: Resale; Attachment 22: Directory Assistance; and Attachment 23: Operator Services.

50. CUSTOMER INQUIRIES

50.1 Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquiries to the other Party at a telephone number provided by that Party; (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s) provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.

51. DISCLAIMER OF WARRANTIES

51.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, 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.

52. NO WAIVER

52.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and duly executed on behalf of the Party against whom the 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. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

53. DEFINITIONS

53.1 Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. 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.

53.2 "AT&T, Inc." means the holding company which directly or indirectly owns the following ILECs: 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; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana 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. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.

54. RESALE

54.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that AT&T currently provides or hereafter offers to any customer in the geographic area where AT&T is the incumbent LEC will be made available to CLEC by AT&T for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Attachment 1: Resale, Appendix Pricing.

55. UNBUNDLED NETWORK ELEMENTS

55.1 At the request of CLEC and pursuant to the requirements of the Act, AT&T will offer in the geographic area where AT&T is the incumbent LEC Network Elements to CLEC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific Provisions concerning Unbundled Network Elements are addressed in Attachment 6: Unbundled Network Elements (UNE) and related Appendices.

56. ORDERING AND PROVISIONING, MAINTENANCE, CONNECTIVITY BILLING AND RECORDING, AND PROVISION OF CUSTOMER USAGE DATA

56.1 In connection with its Resale of services to CLEC, AT&T agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

56.2 In connection with its furnishing Unbundled Networks Elements to CLEC, AT&T agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

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58. COMPENSATION FOR DELIVERY OF TRAFFIC

58.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Attachment 12: Inter-carrier Compensation.

59. ANCILLARY FUNCTIONS

59.1 Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. AT&T agrees to provide Ancillary Functions to CLEC as set forth in Attachment 13: Ancillary Functions.

60. OTHER REQUIREMENTS AND ATTACHMENTS

60.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties. It is understood that the titles of these attachments are for convenience of reference only, and are not intended to limit the applicability which any particular attachment may otherwise have.

60.2 Appended to this Agreement and incorporated herein are the Attachments listed in the Table of Contents. To the extent that any definitions, terms or conditions in any given attachment 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 Attachment. In particular, if an attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that attachment will control the length of time that services or activities are to occur under the attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the attachment.

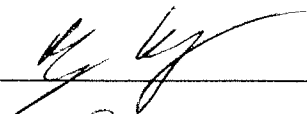
61. 252 Adoptions

- 61.1 AT&T will make available any entire interconnection agreement approved by a regulatory commission under Section 252 of the Act to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252 (i) of the Act as that Section has been interpreted by the FCC in its Second Report and Order in CC Docket 01-338.

New Talk, Inc.

BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky by AT&T Operations,
Inc., its authorized agent

By:



Name:

Byron Young
(Print or Type)

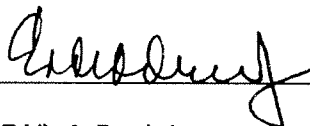
Title:

President
(Print or Type)

Date:

06/15/2009

By:



Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date:

7-14-09

KENTUCKY

OCN #

ACNA

ATTACHMENT 1: RESALE

All services made available to CLEC by AT&T for resale pursuant to the Agreement (Resale services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 1: Resale, and in its appendices Services/Pricing with Exhibits, and Customized Routing-Resale. (collectively referred to as "Attachment Resale" or "this Attachment").

1.0 General Requirements

1.1 Consistent with Section 1.1 of the General Terms and Conditions of this Agreement, each Party shall provide Resale under the following terms and conditions in this Attachment Resale.

1.1.1 CLEC has the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications service pursuant to 251(b)(1) of the Act.

1.2 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that AT&T currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to CLEC by AT&T in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.

1.3 AT&T will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in the applicable AT&T Tariff also apply.

1.4 AT&T shall not prohibit, nor impose unreasonable or discriminatory conditions or limitations on, the resale of such telecommunications service, except that a State commission may, consistent with regulations prescribed by the Commission under Section 251(c)(4) of the Act, prohibit a reseller that obtains at wholesale rates a telecommunications service that is available at retail only to a category of Subscribers from offering such service to a different category of subscribers.

1.5 Except as otherwise expressly provided herein, for Telecommunications Services included within this Attachment that are offered by AT&T to AT&T' End Users through tariff(s), the rules and regulations associated with AT&T' retail tariff(s) shall apply in parity 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 each Party to its End Users.

1.6 CLEC may at any time add or delete features to or relocate the Resale services for CLEC's customers except for grandfathered services. However, CLEC may only offer grandfathered services to customers that are eligible to receive grandfathered services.

1.7 CENTREX Families of Services Requirements

1.7.1 CLEC shall only sell 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 retail tariff(s), in the state of Kentucky. CLEC may purchase the entire set CENTREX families of services and features or a subset of any one or any combination of such features in conjunction with CENTREX services.

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1.8 Intentionally Left Blank.

- 1.9 Intentionally Left Blank
- 1.10 Intentionally Left Blank.
- 1.11 Intentionally Left Blank.
- 1.12 The resale services listed in Appendix Services/Pricing are at the wholesale discount rates shown therein, and/or the applicable Commission ordered tariff where stated. However, this list of services is neither all inclusive nor exclusive. Except as otherwise expressed herein, the Parties also will make available for resale the wholesale discount rate set forth in Section 2 of Appendix Services/Pricing or otherwise ordered by the Commission on any other Telecommunications Services offered by a Party and not listed in Appendix Services and Pricing.
- 1.13 Intentionally Left Blank
- 1.14 AT&T will make available to CLEC for resale, including but not limited to, the following AT&T services at AT&T' tariffed rates, without a wholesale discount, for each service (or in the event a service is not tariffed, at the rate AT&T charges its subscribers, except as otherwise provided herein):
- Construction Charges
 - Maintenance of Service Charges
- 1.14.1 The Distance Learning discount is in addition to the discounts for the underlying services provided. Temporary Suspension of Service (i.e. vacation service) discounts apply to the discounted rate for the underlying service. When CLEC resells Shared Tenant Service, CLEC will receive the discount associated with the underlying service used in the shared tenant arrangement.
- 1.15 The following services are not being made available by AT&T to CLEC for resale:
- BDS/LAN
 - Customer Provided Equipment
 - Customized Billing Reports
 - Inline® Products
 - Semi-Public Telephone Equipment, Booths and Enclosures
 - 911 Universal Emergency Number Equipment
 - Busy Studies
- 1.16 Telecommunications Services will be resold by AT&T to CLEC on terms and conditions that are reasonable and nondiscriminatory.
- 2.0 Directory Assistance and Operator Services**
- 2.01 Subject to any blocking that may be ordered by CLEC for its End Users, to the extent Directory Assistance (DA) services are provided to CLEC's End Users, AT&T shall provide CLEC's End Users access to AT&T' Directory Assistance services. CLEC shall pay AT&T the charges attributable to Directory Assistance services utilized by CLEC's End Users.
- 2.0.2 Subject to any blocking that may be ordered by CLEC for its End Users, AT&T will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users.
- 2.1 Intentionally Left Blank.

2.2 OS/DA Call Branding

2.2.1 AT&T will brand OS/DA in CLEC's name.

CLEC will provide AT&T with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its respective services.

2.2.2 Branding Load Charges:

2.2.2.1 An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN, for the establishment of CLEC's specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN, for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by AT&T on behalf of CLEC when multiple brands are required on a single Operator Services trunk.

2.3 Directory Listings Requirements

AT&T publishes White Pages directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC wishes to include listings information for its customers in AT&T's White Pages directories.

CLEC also desires distribution to CLEC's customers of the White Pages directories that include listings of such customers.

2.3.1 AT&T will make available to CLEC, for CLEC's customers, non-discriminatory access to White Pages directory listings.

2.3.2 AT&T will use the rules, regulations, practices and procedures applicable to its provision of White Pages directories on a nondiscriminatory basis. AT&T will include in appropriate White Pages directories the primary alphabetical listings of all CLEC's customers (other than non-published or non-list Customers) located within the local directory area. The rules, regulations and AT&T's practices are subject to change from time to time. AT&T will include CLEC's local customer's primary listings in the White Pages (residence, business, or government listings, where applicable) directories without additional charge.

2.3.3 Additional Listing services, including Enhanced Listings, and Non-Published Listings, as set forth in the Pricing Schedule, may be purchased by CLEC for its End Users on a per listing basis.

2.3.4 Liability relating to End User Listings

2.3.4.1 The requesting Party hereby releases the requested Party from any and all liability for damages due to errors or omissions in the requesting Party's End User listing information as provided to the requested Party under this Attachment, and/or the requesting Party'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.

2.3.4.2 In addition to any other indemnity obligations in this Attachment or the Agreement to which this Attachment is attached, the requesting Party shall indemnify, protect, save harmless and defend the requested Party and the requested Party'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 the requesting Party's End User listing information, including any error or omission related to non-published or non-listed End User listing information. The requesting Party shall so indemnify regardless of whether the demand, claim or suit by the third party is

brought jointly against the requesting Party and the requested Party, and/or against the requested Party alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in the requesting Party's End User listing information in the White Pages directory, the requested Party may, at its option, assume and undertake its own defense, or assist in the defense of the requesting Party.

- 2.3.4.3 AT&T will include the listing information for CLEC's customers for Resale services in AT&T' White Pages directory data base in the same manner as it includes listing information for AT&T' end user customers.
- 2.3.4.4 CLEC's subscriber listings are to be interfiled (interspersed) with AT&T' and other subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP.
- 2.3.4.5 AT&T will deliver one copy per primary End User listing of AT&T' White Pages directory in the same manner and at the same time that they are delivered to AT&T' subscribers.
- 2.3.4.6 Publication schedules for White Pages: AT&T will provide to CLEC, via the AT&T CLEC Online website, the initial directory schedule. Updates to the schedule will be provided in a timely manner as they occur.
- 2.3.4.7 AT&T 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 installation, repair, customer service and billing information. AT&T's directory publishing Affiliate will include such CLEC information in the "Information Pages" pursuant to the terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.3.4.8 Intentionally Left Blank.
- 2.4 Unless otherwise provided in this Agreement, AT&T will perform all of its obligations hereunder throughout the entire service area where AT&T is the incumbent local exchange carrier. AT&T will provide the services covered by this Attachment subject to the availability of facilities in this state.
- 2.5 CLEC may terminate any Resale service within the period specified for termination of such Resale service in AT&T' tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.
- 2.6 CLEC shall make its telecommunications services available for resale to AT&T on terms and conditions that are reasonable and nondiscriminatory.

3.0 Branding

- 3.1 CLEC is free to brand the Resale services that AT&T provides to CLEC under the provisions of this Agreement. AT&T will not brand such Resale services provided to CLEC under this Agreement as being AT&T's services, although certain AT&T retail services that utilize electronic branding are subject to the further provisions of Section 3.1.1 below.
 - 3.1.1 AT&T offers certain retail services that utilize electronic branding to designate the services as AT&T's retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC customers, CLEC may request AT&T to rebrand such services as CLEC services or to offer them without a brand. AT&T will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse AT&T for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by AT&T as of the effective date of this

Agreement. To the extent other LSPs subsequently utilize such unbranded services, AT&T agrees to reimburse CLEC for a reasonable portion of its costs.

- 3.2 CLEC will provide the exclusive interface to CLEC Customers in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where AT&T personnel interface directly with CLEC customers in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider.
- 3.3 Branding provisions concerning AT&T' furnishing of all forms, business cards or other business materials to CLEC customers in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in this Attachment and Attachments 27 and 27A of this Agreement.
- 3.4 CLEC will not, without AT&T' written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T or its affiliates.

Promotion

- 4.1 Resale services offered by AT&T through promotions will be available to CLEC Party on terms and conditions no less favorable than those AT&T makes available to its customers, provided that for promotions of 90 days or less, AT&T will offer the services to CLEC for resale at the promotional rate without a wholesale discount. For promotions of more than 90 days, AT&T will make the services available at the avoided cost discount from the promotional rate.

No Restrictions on Resale

- 5.1 In each state CLEC may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless that state's commission determines otherwise as to a service obtained at wholesale rates. CLEC will not resell to business customers AT&T's Resale services that are restricted by AT&T's tariffs to use by residential subscribers. AT&T is not required to make services available for resale at wholesale rates to CLEC for its own use. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. AT&T will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.
- 5.2 CLEC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges 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 Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

Dialing Parity

- 6.1 For all call types associated with the Resale services provided to CLEC by AT&T under this Agreement: (i) an CLEC Customer will not be required to dial any greater number of digits than a similarly-situated AT&T customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality received by an CLEC Customer will be at least equal in quality to that received by a similarly situated AT&T customer; and (iii) CLEC's Customer may retain its local telephone number provided the customer remains within the same wire center. End users of CLEC and end

users of y AT&T will have the same exchange boundaries; such end users will be able to dial the same number of digits when making a "local" call and activating feature functionality.

7.0 Maintenance

Maintenance will be provided by AT&T in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 27: Operation Support Systems (OSS).

8.0 Changes in Retail Service

8.1 Sections 35.2 and 35.3 of the General Terms and Conditions govern notification, if any, of changes in the prices, terms and condition under which AT&T offers telecommunications services at retail to subscribers who are not telecommunications service providers or carriers.

9.0 Billing for Resale

9.1 AT&T will bill CLEC for Resale services provided by AT&T to CLEC pursuant to the terms of this Attachment, and in accordance with the billing terms and conditions contained in the General Terms and Conditions and Attachment 28: Comprehensive Billing. Resale usage for services provided by AT&T to CLEC shall also be in accordance with Attachment 28: Comprehensive Billing.

10.0 Operational Requirements

10.1 For terms and conditions for nondiscriminatory access to Operations Support System (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the requested Party, see Attachment 27: Operation Support Systems (OSS).

11.0 Alternatively Billed Calls

11.1 Responsibility for ABS Calls

11.1.1 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 Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users.

12.0 CLASS and Custom Features Requirements

12.1 To the extent available in AT&T state tariff(s), CLEC may purchase Custom features and functions, , without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. CLEC may package any services so purchased for purposes of resale to its customers. AT&T will provide to CLEC a list of all services and features. As requested by CLEC, AT&T will provide a definition of these services and features and how they interact with each other to the extent such information is not otherwise publicly available. To the extent this information provided by AT&T differs from the tariff, the tariff prevails. For ordering and provisioning of features and services see Attachment 27: Operations Support Systems (OSS).

13.0 Voluntary Federal Customer Financial Assistance Programs

13.1 Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Link-Up America. Where required by the applicable

Commission, when such AT&T customers choose to obtain Resale service from CLEC, AT&T will confirm such customers' eligibility to participate in such AT&T programs to CLEC, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). CLEC is responsible for ensuring that its customers to whom it resells AT&T' Link-Up America services are eligible to receive same.

14.0 E911/911 Services

14.1 Where available, AT&T will afford CLEC's customers with resold lines the ability to make 911 calls. CLEC is responsible for collecting from its resold end users and remitting to AT&T the charges that appear on the CLEC Master Account bill. Where requested by AT&T, CLEC will provide AT&T with accurate and complete information regarding its customers in a format and time frame prescribed by AT&T for purposes of 911 administration. AT&T will make CLEC Customer information available to the appropriate PSAP. AT&T shall use its service order process to update and maintain, on the same schedule that it uses for its Customers, the CLEC Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support E911/911 services.

15.0 Services to Disabled Customers

15.1 Where available, AT&T agrees any services it offers to disabled customers will be made available to CLEC for its customers who qualify as disabled customers. When a AT&T customer eligible for services offered to disabled customers chooses to obtain Resale services from CLEC, AT&T will make all information regarding such customer's eligibility for disabled services available to CLEC, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). CLEC is responsible for ensuring that its customers to whom it resells AT&T's disabled services are eligible to receive same.

16.0 Telephone Relay Service

16.1 Although AT&T is not the Telephone Relay Service provider in the state of Kentucky, AT&T does provide access for its End Users to reach the relay service via 711 dialing capabilities. Where AT&T provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), AT&T will make such service available to CLEC at no additional charge, for use by CLEC customers who are speech or hearing-impaired. If AT&T maintains a record of customers who qualify under any applicable law for Telephone Relay Service, AT&T will make such data available to CLEC as it pertains to CLEC Resale service customers.

17.0 Lifeline Services

17.1 "Lifeline Services" are Resale services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body. AT&T agrees that any Lifeline Services it offers to customers will be available to CLEC for customers who meet such eligibility requirements.

17.2 When a AT&T Lifeline Services customer chooses to obtain Resale service from CLEC, AT&T will confirm such AT&T customer's Lifeline Service eligibility to CLEC, in electronic format in accordance with the procedures set forth in Attachment 27: Operations Support Systems (OSS). CLEC is responsible for ensuring that its customers to whom it resells AT&T' Lifeline Services are eligible to receive same.

18.0 Where required by the applicable Commission, CLEC may purchase those Advanced Intelligent Network ("AIN") Telecommunication Services AT&T offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.

19.0 Pay Phones

- 19.1 "Pay Phones" are defined as telephone sets which are available to the public for use in sending and/or receiving telephony services. These phones may be activated by depositing coins into said sets, or non-coin sets which limit the public's billing options to pay for telephony based services. AT&T does not offer "pay phones" to any customers and will not offer "pay phones" to CLEC for resale.
- 19.2 "Pay Phone Service" is defined as the provision of pay phone lines, including the provision of pay phone lines to correctional institutions for inmate telephone service. Pay phone lines are defined as the loop from the pay phone instrument to the Serving Wire Center. Such lines may be attached to Pay Telephone Access Service (PTAS) coin phones, PTAS coinless phones and semi-public phones.
- 19.3 CLEC may purchase PTAS service for purposes of Resale to an CLEC customer. AT&T will provide to CLEC for resale the PTAS services and associated services where offered by AT&T.
- 19.4 PIC selection for PTAS lines will be governed by Attachment 27: OSS.
- 19.5 AT&T will make available to CLEC any and all technology related to PTAS services, unless expressly mandated otherwise by applicable Federal or State Regulatory rules. When such situations occur, AT&T will work cooperatively with CLEC to establish a mutually agreeable solution of such ruling.
- 19.6 With PTAS services, AT&T will provide CLEC through AT&T' applicable tariffs all appropriate screening functions and features to minimize fraud potential.
- 19.7 AT&T will provide CLEC all appropriate functions and features offered to AT&T' customers to allow CLEC Customers of PTAS services to employ restrictive billing and call-blocking. An example of such a feature is Selective Class of Call Screening.
- 19.8 AT&T will provide CLEC all options related to PTAS it provides to AT&T's own subscribers of such services.
- 19.9 AT&T will forward all local coin calls originated from CLEC PTAS coin, PTAS coinless to the designated CLEC line or trunk group for handling.

20.0 Call Trace

- 20.1 CLEC end user's activation of Call Trace shall be handled by the AT&T Call Trace Center (CTC). AT&T shall notify CLEC of requests by its end users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with CLEC's end users (whether that end user is the victim or the suspect) will be coordinated through CLEC.
- 20.2 CLEC understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be CLEC's responsibility to provide additional information necessary for any police investigation. CLEC will indemnify AT&T against any claims that insufficient information led to inadequate prosecution.

21.0 Suspension Services

- 21.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to their customers. CLEC may also provide a Company Initiated Suspension service for their own purposes. Should CLEC choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If CLEC issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should CLEC issue a disconnect after the fifteen (15) day suspension period, CLEC will be responsible for all appropriate

charge on the account back to the suspension date. Should CLEC restore their end user, restoral charges will apply and CLEC will be billed for the appropriate service from the time of suspension.

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22.0 CHANGE IN END USER LOCAL SERVICE PROVIDER

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22.2 When a Party's End User(s) subscribes to resold service, recurring charges for the service shall apply at the wholesale discount set forth in. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

22.3 For the purposes of ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the End User on the other Party'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. Applicable service order charges and/or non-recurring charges associated with said new service will be applied.

22.4 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 the other Party's network, without regard to the identity of that End User's non-facilities based local service provider of record.

22.5 When an End User converts existing service to another local service provider's resold service of the same type without any additions or changes (including any change to the PIC and/or LPIC), charges for such conversion will apply as set forth in Appendix Pricing, Schedule of Prices and/or the applicable Commission ordered tariff where stated and are applied per billable telephone number.

22.6 When a Party 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, including changes to PIC and LPIC, will be applied in addition to the conversion charge. Where required by the applicable Commission, each Party will receive a wholesale discount on the non-recurring service order charges for the services listed in the applicable AT&T Tariff and/or Guidebook. .

RESALE-APPENDIX SERVICES/PRICING

- 1.0 Except as otherwise provided herein, the most current state-specific retail, and where available resale tariff(s) and/or guidebook(s) (the latter of which as posted on the AT&T CLEC Online web site) shall govern the terms, conditions and charges associated with the Telecommunications Services available to CLEC for resale, with the exception of any resale restrictions; provided however, that any restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AT&T-22STATE to its End Users.

ATTACHMENT 6: 251(c)(3) UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

1.1 This Attachment 6: 251(c)(3) Unbundled Network Elements to the Agreement sets forth the 251(c)(3) Unbundled Network Elements that AT&T agrees to offer to CLEC. The specific terms and conditions that apply to the 251(c)(3) Unbundled Network Elements are described below. The price for each Network Element is set forth in the Pricing Schedule, attached hereto. The terms "unbundled Network Elements" (with or without initial caps) and "UNEs" mean only such elements required to be unbundled under Section 251(c)(3) of the Act as determined by effective FCC rules.

1.2 As a result of the FCC's Triennial Review Order, certain Unbundled Network Elements were removed from the FCC's list of Section 251 Unbundled Network Elements ("Declassified") because the FCC concluded that CLECs were unimpaired by the unavailability of these network elements as UNEs under Section 251 of the Act. In addition, the FCC determined that CLECs would have access to certain elements as Unbundled Network Elements under Section 251 only under certain circumstances, and further directed the state commissions to determine whether CLECs are impaired without access to local switching as a UNE under Section 251 in particular geographic market areas and impaired without access to certain loops and transport routes as UNEs under Section 251. The D.C. Circuit in USTA II vacated portions of the FCC's decisions in the TRO, and vacated and remanded other portions of the TRO. The FCC has issued permanent UNE rules under Section 251 in response to the D.C. Circuit's vacatur and remand. The permanent UNE rules implement a transition process for certain network elements that no longer will be UNEs under Section 251 and provide that other network elements will not be UNEs under Section 251, either in total, or in certain locations. As a result, the Parties have determined it is appropriate to establish a process in this Agreement to address Declassified UNEs.

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1.4 251(c)(3) UNEs and Declassification.

This Agreement sets forth the terms and conditions pursuant to which AT&T will provide CLEC with access to 251(c)(3) Unbundled Network Elements under Section 251(c)(3) of the Act in AT&T' incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, AT&T shall be obligated to provide UNEs pursuant to this interconnection agreement only to the extent required by Section 251(c)(3) of the Act, as determined by effective FCC rules and orders. UNEs that AT&T is required to provide pursuant to Section 251(c)(3) of the Act, as determined by FCC rules and orders shall be referred to in this Agreement as "251(c)(3) UNEs." Nothing contained in the aforementioned contract language is intended to limit CLEC's right to access 271 Network Elements outside of this interconnection agreement. Future declassifications of unbundled network elements beyond those already identified by the FCC in the TRO and TRRO shall be governed by the "Section 3.0 Change of Law/Reservation of Rights" Provisions of the ICA.

1.4.1 A network element, including a network element referred to as a 251(c)(3) UNE under this Agreement, will cease to be a 251(c)(3) UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a 251(c)(3) UNE that has ceased to be a 251(c)(3) UNE may also be referred to as "Declassified."

1.4.2 Without limitation, a network element, including a network element referred to as a 251 (c)(3) UNE under this Agreement is Declassified upon or by (a) the issuance of a effective finding by a court or regulatory

agency acting within its 251 (c)(3) authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an 251 (c)(3) Unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC 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 an effective FCC rule requiring the provision of the network element on an 251 c)(3) Unbundled basis under Section 251(c)(c)(3).

- 1.4.3 It is the Parties' intent that only 251(c)(3) UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require 251(c)(3) UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "251(c)(3)," the reference shall be deemed to be a reference to 251(c)(3) UNE(s) or 251(c)(3) unbundling, as defined in this Section 1.4.
- 1.4.4 By way of example only, if terms and conditions of this Agreement state that AT&T is required to provide a 251(c)(3) UNE or 251(c)(3) UNE combination, and that 251(c)(3) UNE or the involved 251(c)(3) UNE (if a combination) is Declassified or otherwise no longer constitutes a 251 (c)(3) UNE required under Section 251(c)(3) as determined by 251(c)(3) and effective FCC rules and associated effective FCC orders constitutes a 251(c)(3) UNE, then AT&T shall not be obligated to provide the item under this Agreement as an 251(c)(3) Unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.
- 1.5 Nothing contained in the Agreement shall be deemed to constitute consent by AT&T that any item identified in this Agreement as a 251(c)(3) UNE or a network element is a network element or UNE under Section 251(c)(3) of the Act, as determined by effective FCC rules and orders, that AT&T is required to provide to CLEC alone, or in combination with other network elements or UNEs (251(c)(3) or otherwise), or commingled with other network elements, UNEs (251(c)(3) or otherwise) or other services or facilities.

2.0 General Terms and Conditions

2.1 Conditions for Access to 251(c)(3) UNEs

- 2.1.1 As conditions to accessing and using any UNE (whether on a stand-alone basis or in combination with other UNEs, with a network element possessed by CLEC, or pursuant to Commingling), CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the 251(c)(3) 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 251(c)(3) UNEs. CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify AT&T immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify AT&T shall constitute material breach of this Agreement.
- 2.1.1.1 By way of example, use of a 251(c)(3) UNE (whether on a stand-alone basis, in combination with other UNEs (251(c)(3) 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 251(c)(3) UNE pursuant to the Statutory Conditions.
- 2.1.1.2 By way of further example, pursuant to rule 51.309 (b), CLEC may not access 251(c)(3) 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).
- 2.1.2 Other conditions to accessing and using any 251(c)(3) UNE (whether on a stand-alone basis or in combination with other network elements or UNEs (251(c)(3) or otherwise) may be applicable under 251(c)(3) and effective FCC rules and effective FCC orders and will also apply.

- 2.2 AT&T will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with AT&T's network for access to unbundled Network Elements for the provision by CLEC of a telecommunications service. If the point designated by CLEC is technically feasible, AT&T will make the requested connection.
- 2.3 At CLEC's request, AT&T shall provide 251(c)(3) Unbundled Network Elements to CLEC in a manner that allows CLEC to combine those Network Elements to provide a telecommunications service. Subject to the provisions hereof and at the request of CLEC, AT&T shall also provide CLEC with all pre-existing combinations of 251(c)(3) Unbundled Network Elements. Pre-existing combinations of 251(c)(3) Unbundled Network Elements consist of those sequences of 251(c)(3) Unbundled Network Elements that are actually connected in AT&T's network, and include those combinations that are actually connected but for which dial tone is not currently being provided.
- 2.4 CLEC may combine any 251(c)(3) Unbundled Network Elements with any other element except as delineated in this Agreement.
- 2.4.1 Except with respect to Eligibility Requirements for Access to Certain UNEs described in Section 2.20 and elsewhere in the Agreement, AT&T shall provide access to Unbundled Network Elements and combinations of Unbundled Network Elements pursuant to the terms and conditions of this Attachment, without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.
- 2.5 AT&T will provide 251(c)(3) Unbundled Network Elements as outlined in this attachment where spare facilities exist in AT&T' network at the time of CLEC's request. Though AT&T will not construct new facilities, AT&T is willing to consider modifications to its network as may be required by the Act to make spare facilities available to CLEC for 251(c)(3) Unbundled Network Element orders. If spare facilities are not available, CLEC may request the facilities via the Bona Fide Request process described below.
- 2.6 CLEC may use one or more 251(c)(3) Unbundled Network Elements to provide any technically feasible feature, function, or capability that such 251(c)(3) Unbundled Network Element(s) may provide.
- 2.6.1 Notwithstanding any other provision of this Agreement, CLEC may order UNEs to terminate at the collocation arrangement of another CLEC, whether those facilities are UNEs or otherwise, provided that CLEC has a proper Letter of Authorization (LOA) from the other CLEC and the necessary information to complete a Local Service Request (LSR) e.g., CFA information.
- 2.7 AT&T shall provide access to UNEs and combinations of UNEs in a nondiscriminatory manner such that all CLECs, including any affiliate of AT&T, receives the same quality of service that AT&T provides to its own retail customers that receive service from AT&T utilizing the same or similar network elements. Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what AT&T provides itself or any subsidiary, affiliate, or other party (presently found at agreed 47 CFR § 51.311(a), (b)). UNEs available under Section 251 that are provided to CLEC under the provisions of this Attachment shall remain the property of AT&T.
- 2.8 AT&T will provide CLEC nondiscriminatory access to the 251(c)(3) Unbundled Network Elements provided for in this Attachment, including combinations of 251(c)(3) Unbundled Network Elements, subject to the terms and conditions of this Attachment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use 251(c)(3) Unbundled Network Elements to provide a telecommunications service under this Agreement. AT&T will allow CLEC to order each 251(c)(3) Unbundled Network Element individually or in combination with any other 251(c)(3) Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit CLEC to combine such 251(c)(3) Unbundled

Network Elements with other Network Elements obtained from AT&T or with network components provided by itself or by third parties to provide telecommunications services to its end user customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other 251(c)(3) Unbundled network elements or to interconnect with AT&T's network. Any request by CLEC for AT&T to provide a type of connection between 251(c)(3) Unbundled Network Elements that is not currently being utilized in the AT&T network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request (BFR) process described in Section 2.28.

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2.10 For each 251(c)(3) Unbundled Network Element, to the extent appropriate, AT&T will provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or 90/10 splitter, or other appropriate demarcation point, or a Main Distribution Frame) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where AT&T provides contiguous 251(c)(3) Unbundled Network Elements to CLEC, AT&T will provide the existing interconnections, which may be intermediate connections without demarcation points, or demarcation points at the ends where the combination is handed off to CLEC.

2.11 AT&T's combining obligation is limited solely to the combining of 251(c)(3) UNEs. AT&T is also obligated to commingle 251(c)(3) UNEs (and combinations of 251(c)(3) UNEs) with one or more wholesale facilities or services, that a requesting telecommunications carrier has obtained at wholesale from an incumbent LEC.

2.12 Conversion of Wholesale Services to 251(c)(3) UNEs

2.12.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment or the Agreement, so long as CLEC and the wholesale service, or group of wholesale services, meets the eligibility criteria that may be applicable for such conversion.

2.12.2 Where processes for the conversion requested pursuant to this Agreement are not already in place, AT&T will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Upon development of such methods and process, AT&T shall process expeditiously all conversions requested by CLEC without adversely affecting the service quality perceived by CLEC's end user customer.

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2.12.3.1 AT&T may charge the non-recurring switch-as-is charges for conversions. The nonrecurring switch-as-is rates for Conversions are contained in the Pricing Schedule of this Attachment. Conversions shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and AT&T. Any change from a wholesale service to a UNE/Combination or from a UNE/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. If CLEC wants to convert a UNE or Combination (or part thereof) to wholesale services CLEC shall submit a spreadsheet (and a commingling ordering document that indicates which part is to be filled as a UNE, if applicable). AT&T shall charge CLEC the applicable nonrecurring switch-as-is charge, as set forth in the Pricing Schedule. Orders for Conversions will be handled in accordance with the guidelines set forth in AT&T's Wholesale Transport Service Conversion to Unbundled Network Element-Loop CLEC Information Package (version 1) or Unbundled Network Element to Special Access Conversion Process Information

Package (version 2) available on AT&T's CLEC Online website, and the specific product guide for the UNE/Combination or wholesale service(s) requested by CLEC, if applicable.

- 2.12.4 This Section 2.12 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of UNEs offered or otherwise provided for in this Attachment.
- 2.12.5 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 UNE, or combination of UNEs, CLEC shall not request such conversion or continue using such the UNE or UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a UNE or combination of UNEs, or Commingled Arrangement (as defined herein), AT&T may convert the UNE or UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.
- 2.12.6 Nothing contained in this Attachment or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects AT&T's ability to enforce any tariff.
- 2.13 Commingling
- 2.13.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from AT&T, or the combining of a UNE, or a combination of UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.
- 2.13.1.1 "Commingled Arrangement" means the arrangement created by Commingling.
- 2.13.1.1.1 Commingling is not permitted, nor is AT&T 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's ability to retain responsibility for the management, control, and performance of its network; or (iii) would undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with AT&T's network.
- 2.13.1.2 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. AT&T may bill Switch-As-Is Charges from the Pricing Schedule.
- 2.13.2 Except as provided in Section 2.13 and, further, subject to the other provisions of this Agreement, AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T to the extent required by FCC or Kentucky Commission rules and orders.
- 2.13.3 Upon request, and except as provided in Section 2.13, AT&T shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling).
- 2.13.4 The Parties agree that the Commingled Product Set identified on AT&T's CLEC Online website shall be available to CLEC upon request as of the effective date of this Agreement. All other requests for AT&T to perform the functions necessary to Commingle (as well as requests where CLEC also wants AT&T to

complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Attachment.

- 2.13.5 AT&T 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 On-line." 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. 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 UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from AT&T sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.
- 2.13.5.1 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by AT&T under this Section 2.13 (including performing the actual Commingle). The Network Element portion of a commingled circuit will be billed at the rates set forth in pricing schedule and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed rates or rates set forth in a separate agreement between the Parties. 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.
With respect to a BFR in which CLEC requests AT&T to perform work not required by this Section 2.13.5, CLEC shall be charged a market-based rate for any such work.
- 2.13.6 AT&T 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 shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element and such facilities and services on a facility-by-facility, service-by-service basis.
- 2.13.7 Nothing in this Agreement shall impose any obligation on AT&T 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, including the rules and orders of the FCC. The preceding includes without limitation that AT&T shall not be obligated to Commingle network elements all of which are required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so 251(c)(3) Unbundled), or where 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 UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement. Eligibility Criteria for Commingling include, but are not limited to, those set forth in Section 2.14, below.
- 2.13.8 In the event that Commingling involves AT&T performing the functions necessary to combine UNEs (e.g., make a new combination of UNEs), and including making the actual UNE combination, then Section 2.14 shall govern with respect to that UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.13.9 Subject to this 2.13, AT&T shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:

- 2.13.9.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from AT&T.
- 2.14 Eligibility Criteria for Access to Certain 251(c)(3) UNEs
- 2.14.1 Except as provided below in this Section 2.14 or elsewhere in the Agreement and subject to this Section and Section 2.12, Conversion of Wholesale Services to UNEs of this Attachment, AT&T shall provide access to UNEs and combinations of UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.
- 2.14.2 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an 251(c)(3) Unbundled loop(s) and 251(c)(3) Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities, in some cases). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in Section 2.20.2 below. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity Included Arrangements"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 2.20.3 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.14.3 A High-Capacity Included Arrangement is either:
- 2.14.3.1 an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport (DS1 EEL) or dedicated DS3 or higher transport facility or service (DS1 EEL multiplexed onto DS3 transport), or an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service (DS3 EEL); or
- 2.14.3.2 an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service (DS1 EEL), or an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service (DS1 EEL multiplexed onto DS3 transport), or an unbundled DS3 or loop or a DS3 or higher channel termination service (DS3 EEL).
- 2.14.3.2 AT&T shall not provide access to High-Capacity Included Arrangements (Section 2.14.1.2.1 and 2.20.1.2.2) unless CLEC satisfied all of the following conditions set forth in Section 2.20.2.1 through 2.20.2.4 for each High-Capacity Arrangement requested. Section 2.20.2 shall apply in any arrangement that includes more than one of the UNEs, facilities or services set forth in that Section including, without limitation, any arrangement where one or more UNEs, facilities or services not set forth in Section 2.20.2 is also include or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement or otherwise) and irrespective of the placement or sequence.
- 2.14.3.3 CLEC (directly and not via an Affiliate) has received state certification from the state Commission to provide local voice service in the area being served.
- 2.14.3.4 The following criteria must be satisfied for each High-Capacity Included Arrangement, including, without limitation, each DS1 circuit, each DS3 circuit, each DS1 EEL, each DS3 EEL, and each DS1 equivalent circuit on a multiplexed DS3 transport arrangement:

- 2.14.3.4.1 Each DS1 circuit to be provided to each End User Customer will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T local service area and within the LATA where the circuit is located ("Local Telephone Number") prior to the provision of service over that circuit.
- 2.14.3.4.2 Each DS1 equivalent circuit of a DS3 circuit must have its own Local Telephone Number assignment, so that each DS3 EEL must have at least 28 Local voice Telephone Numbers assigned to it.
- 2.14.3.4.3 Each DS1 or DS1 equivalent circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit.
- 2.14.3.4.4 Each DS1 or DS1 equivalent circuit to be provided to each End User Customer will terminate in a collocation arrangement that meets the requirements of Section 2.20.3 of this Attachment.
- 2.14.3.4.5 Each circuit to be provided to each End User Customer will be served by an interconnection trunk that meets the requirements of Section 2.14.3 of this Attachment.
- 2.14.3.4.6 For each 24 DS1 EELs (or DS1 equivalents of a DS3 EEL), CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.14.3 of this Attachment for the exchange of local traffic in the same LATA as that of the EELs' end users. CLEC is not required to associate the individual EEL collocation termination point with a local interconnection trunk in the same wire center.
- 2.14.3.4.7 Each DS1 or DS1 equivalent circuit to be provided to each End User Customer will be served by a switch capable of providing local voice traffic.
- 2.14.3.4.8 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 shall not be required to provide, and shall not provide, any UNE combination of a DS1 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 2.14.3 of this Attachment 251(c)(3) UNE.
- 2.14.4 A collocation arrangement meets the requirements of Section 2.14 of this Attachment if it is:
 - 2.14.4.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the end user's premises, when AT&T is not the collocator; or
 - 2.14.4.2 Located at a third party's premises within the same LATA as the end user's CLEC's premises, when AT&T is the collocator.
 - 2.14.4.3 An interconnection trunk meets the requirements of Sections 2.20.2.2.5 and 2.20.2.2.6 of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the Included Arrangement.
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- 2.15.4 For a new circuit to which Section 2.12.2 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 2.14.3.4.1 and Section 2.14.3.4.3, respectively. In such case, CLEC shall satisfy Section 2.14.3.4.1 and/or Section 2.14.3.4.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after AT&T provisions such new circuit.
- 2.15.4.1 Section 2.14.5 does not apply to existing circuits to which Section 2.12.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.12.2.2.1 and Section 2.12.2.2.3 requirements for existing circuits at the time it initiates the ordering process).
- 2.15.5 CLEC must provide the certification required by Section 2.12 on a form provided by AT&T, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Before accessing (1) a converted High-Capacity Included Arrangement, (2) a new High-Capacity Included Arrangement, or (3) part of a High-Capacity Included Arrangement that is a commingled EEL as a UNE, CLEC must certify to all of the requirements set out in Section 2.20.2. CLEC may provide this certification by completing a form provided by AT&T either on a single circuit or a blanket basis, at CLEC's option.
- 2.15.5.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with AT&T.
- 2.15.6 In addition to any other audit rights provided for in this Agreement and those allowed by law, AT&T 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 2.12. For purposes of calculating and applying an "annual basis", it means for Kentucky a consecutive 12-month period, beginning upon AT&T's written notice that an audit will be performed for Kentucky, subject to Section 2.12.3.1.4 of this Section.
- 2.15.6.1 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.
- 2.15.6.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.12.
- 2.15.6.3 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.
- 2.15.6.4 Should the independent auditor's report conclude that CLEC failed to comply in all material respects with Section 2.12, CLEC must true-up any difference in payments paid to AT&T and the rates and charges CLEC would have owed AT&T 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), but no earlier than the date on which this Section 2.12 of this Attachment is effective. CLEC shall submit orders to AT&T to either convert all noncompliant circuits to the appropriate service or disconnect non-compliant circuits to an equivalent or substantially similar wholesale service, or group of wholesale services, or disconnect all noncompliant circuit(s). 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. Conversion and disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report. With respect to any noncompliant circuit for which CLEC fails to submit a conversion order

or dispute the auditor's finding within such 30-day time period, AT&T may initiate and effect such a conversion on its own without any further consent by CLEC. Conversion shall not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Under no circumstances shall conversion result in overtime charges being billed to CLEC for any work performed by AT&T unless CLEC agrees to such charges in advance. 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 2.12 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 shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

- 2.15.6.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.12, CLEC must reimburse AT&T for the cost of the independent auditor's work and for AT&T's costs in the same manner and using the same methodology and rates that AT&T is required to pay CLEC's costs under Section 2.12.1.3.1.4.1.2.
- 2.15.6.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.12, AT&T 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.).
- 2.15.6.4.3 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.
- 2.15.7 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 2.12 in all cases and, further, the failure of AT&T to require such compliance, including if AT&T provides a circuit(s), an EEL(s) or a Commingled circuit that does not meet any eligibility criteria including those in this Section 2.12, 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.
- 2.15.8 Where processes for any 251(c)(3) 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 will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.15.9 AT&T will combine 251(c)(3) UNEs, combine 251(c)(3) UNE(s) with network elements possessed by CLEC, and/or Commingled only as set forth in this Attachment 251(c)(3) UNEs.
- 2.15.10 The Parties intend that this Attachment 251(c)(3) UNEs contains the sole and exclusive terms and conditions by which CLEC will obtain 251(c)(3) UNEs from AT&T. Accordingly, except as may be specifically permitted by this Appendix 251(c)(3) 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 (251(c)(3) or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any AT&T 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 to enforce the foregoing (including if AT&T fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, 251(c)(3) 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 may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T may process any such order as being submitted under this Appendix 251(c)(3) UNEs and, further, may convert any element provided under tariff, to this Attachment 251(c)(3) 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.

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- 2.17 Various Subsections below list the 251(c)(3) Unbundled Network Elements that AT&T has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a telecommunications service. AT&T will make additional 251(c)(3) Unbundled Network Elements available pursuant to the terms of Section 2.28 of this Attachment.
- 2.18 Subject to the terms herein, AT&T is responsible only for the installation, operation and maintenance of the 251(c)(3) Unbundled Network Elements it provides. AT&T is not otherwise responsible for the telecommunications services provided by CLEC through the use of those elements.
- 2.19 Except upon request, AT&T will not separate preexisting combinations of network elements.
- 2.20 Where 251(c)(3) Unbundled Network Elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to AT&T for future provisioning needs, unless such element is disconnected in error. CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of CLEC's End User's Services.
- 2.20.1 AT&T and CLEC shall be barred from using disconnect reports, loss notifications, or any other notification of disconnection provided by AT&T's wholesale operations for marketing purposes of any kind. Instead such notifications are provided for back office purposes only.
- 2.21 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.22 Except as otherwise set forth in this Attachment, AT&T will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of AT&T's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major network facilities change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by AT&T and CLEC.
- 2.23 The use of the term "purchase" herein notwithstanding, 251(c)(3) Unbundled Network Elements provided to CLEC under the provisions of this Attachment will remain the property of AT&T.
- 2.24 The elements provided pursuant to this Agreement will be available to AT&T at times mutually agreed upon in order to permit AT&T to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

- 2.25 Except as provided in other attachments to this Agreement, CLEC's use of any AT&T 251(c)(3) Unbundled Network Element, or of its own equipment or facilities in conjunction with any AT&T 251(c)(3) Unbundled Network Element or in a Commingling arrangement, will not materially interfere with or impair service over any facilities of AT&T, 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 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 element(s) causing the violation.
- 2.26 AT&T and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what AT&T provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.
- 2.27 Performance of 251(c)(3) Unbundled Network Elements
- 2.27.1 Each 251(c)(3) Unbundled Network Element provided by AT&T to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which AT&T provides to itself. Each Network Element will be provided in accordance with AT&T Technical Publications or other written descriptions CLEC may request, and AT&T will provide, to the extent technically feasible, 251(c)(3) Unbundled Network Elements that are superior or not lesser in quality than AT&T provides to itself and such service will be requested pursuant to the BFR process.
- 2.27.2 AT&T will provide a AT&T Technical Publication or other written description for each 251(c)(3) Unbundled Network Element offered under this Agreement. The Technical Publication or other description for an 251(c)(3) Unbundled Network Element will describe the features, functions, and capabilities provided by the 251(c)(3) Unbundled Network Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the 251(c)(3) Unbundled Network Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the 251(c)(3) Unbundled Network Element.
- 2.27.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by 47 CFR Sections 51:325-335. 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, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.27.4 Except as otherwise set forth in this Attachment, AT&T will provide notification of network changes in accordance with 47 CFR Section 51:325-335.
- 2.27.5 For 251(c)(3) Unbundled Network Elements purchased through the BFR Process, AT&T, in its discretion, will determine whether it can offer the applicability of the preceding Section on a case-by-case basis.

- 2.27.6 For each 251(c)(3) Unbundled Network Element provided for in this Attachment, AT&T Technical Publications or other written descriptions meeting the requirements of this Section will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.
- 2.27.7 AT&T will provide performance measurements as outlined in Attachment 17 under this Agreement. AT&T will not levy a separate charge for providing this information.
- 2.28 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will jointly elect which requirement will apply.
- 2.29 When CLEC purchases 251(c)(3) Unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to CLEC local service customers, AT&T will not collect access charges from CLEC or other IXCs except for charges for exchange access transport services that an IXC elects to purchase from AT&T.
- 2.30 CLEC will connect equipment and facilities that are compatible with the AT&T 251(c)(3) Unbundled Network Elements and will use 251(c)(3) Unbundled Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 2.18. In the event that AT&T denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with unbundled elements possessed by CLEC, AT&T shall provide written notice to CLEC of such denial and the basis thereof.
- 2.31 Bona Fide Request (BFR)
- 2.31.1 AT&T, Bona Fide Request Process
- 2.31.1.1 A Bona Fide Request ("BFR") is the process by which CLEC may request AT&T to provide CLEC access to an additional or new, undefined UNEs, combinations or commingling (a "Request"), that is required to be provided by AT&T under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request. CLEC may request a single BFR for development of a single new UNE within AT&T.
- 2.31.1.2 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.
- 2.31.1.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested UNE, combination of UNEs, or Commingling of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 2.31.1.4 CLEC is responsible for all costs incurred by AT&T to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate AT&T for its cost incurred to complete the Preliminary Analysis of the BFR:
- 2.31.1.4.1 Include with its BFR Application Form a deposit to cover AT&T's preliminary evaluation costs, in which case AT&T may not charge CLEC in excess of the deposit to complete the Preliminary Analysis; or

- 2.31.1.4.2 Not make the deposit, in which case CLEC shall be responsible for reasonable and demonstrable preliminary evaluation costs incurred by AT&T to complete the preliminary Analysis (regardless of whether such costs are greater or less than the deposit).
- 2.31.1.5 The amount of the deposit under Section 2.31.1.4.1 shall be determined through a method and shall not exceed an amount agreed to by the parties or determined in a cost proceeding.
- 2.31.1.5.1 If CLEC submits a deposit with its BFR, and AT&T is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AT&T will return the deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the deposit, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 2.31.1.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay AT&T—its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AT&T received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a deposit has been made by CLEC, and the reasonable and demonstrable costs are less than the deposit, 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.
- 2.31.1.7 AT&T will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt AT&T 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 Attachment begins once AT&T has received a complete and accurate BFR Application Form and, if applicable, the deposit.
- 2.31.1.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, AT&T will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that AT&T will offer the Request to CLEC or (ii) advise CLEC that AT&T will not offer the Request. If AT&T indicates it will not offer the Request, AT&T 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 required to be provided by AT&T under the Act and/or, iii) that the BFR is not the correct process for the request.
- 2.31.1.9 If the Preliminary Analysis indicates that AT&T will offer the Request, CLEC may, at its discretion, provide written authorization for AT&T 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 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 all demonstrable costs as set forth above. Any request by CLEC for AT&T to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 2.31.1.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, AT&T shall provide to CLEC a BFR Quote.
- 2.31.1.11 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 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

Attachment, exercise its rights under the Dispute Resolution Section of the GTC. If AT&T 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 for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

- 2.31.1.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 2.31.1.13 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 forward in the General Terms and Conditions Section of this agreement.

3.0 **Network Interface Device**

- 3.1 The Network Interface Device (NID) is a device used to connect loop facilities to inside wiring or a compatible interface device or NID on a AT&T owned or controlled telephone pole where the CLEC Radio Port connects with AT&T's network. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end user customer or a AT&T-supplied loop and a compatible interface device or NID on a AT&T owned or controlled telephone pole where the CLEC Radio Port connects with AT&T's network. The NID Unbundled Network Element is defined as any means of interconnection of end-user customer premises wiring to AT&T's distribution loop facilities, such as cross connect device used for that purpose, and it includes all features, functions, and capabilities of the NID. The NID contains the appropriate and accessible connection points or posts to which AT&T, CLEC and/or the end user customer each make its connections. Pursuant to applicable FCC rules, AT&T offers nondiscriminatory access to the network interface device on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.
 - 3.1.1 The NID can be a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit.
 - 3.1.2 The NID may provide a protective ground connection for outside plant terminating directly on the NID. In addition, the NID provides the following functionality:
 - a. the termination mechanism for AT&T's outside plant,
 - b. the termination mechanism for the customer premises wiring, and
 - c. a point for test access by qualified technicians.
- 3.2 CLEC personnel may connect to the customer's inside wire at the AT&T NID, as is, at no charge. Should CLEC request AT&T to disconnect its loop from the customer's inside wire, AT&T will charge CLEC a non recurring charge as reflected on the Pricing Schedule. Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by AT&T based on Time and Materials charges as reflected on the State Access Tariff labeled "Time and Materials Charges".
- 3.3 To the extent an AT&T NID exists, it will be the interface to customers' premises wiring or a compatible interface device or NID on a AT&T owned or controlled telephone pole where the CLEC Radio Port connects with AT&T network unless CLEC and the customer agree to an interface that bypasses the AT&T NID.

- 3.4 When CLEC provides its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the AT&T NID, unless CLEC and the customer agree to an alternate interface as provided for in Section 3.3.
- 3.5 The AT&T NIDs that CLEC uses under this Attachment will be those installed by AT&T or an AT&T authorized representative to serve its customers.
- 3.6 In no case shall either Party remove or disconnect the other Party's Loop facilities from the other Party's NIDs or protectors. In no case shall either party remove or disconnect ground wires from the other Party's NIDs or protectors.
- 3.7 In no case shall either Party remove or disconnect NID chambers or divisions, protectors from the other Party's NID.
- 3.8 AT&T shall permit CLEC to connect its loop facilities to End User customer premises wiring through AT&T's NID, or at any other technically feasible point.
- 3.8.1 Notwithstanding any language to the contrary, CLEC may request AT&T to place a compatible interface device or NID on a AT&T owned or controlled telephone pole where the CLEC Radio Port connects with AT&T network. The rates, terms and conditions for such placement will be the same as for establishing a new network interface arrangement at a business location using an appropriate protected outdoor network interface device.
- 3.9 If CLEC requests a different type of NID not included with the loop, AT&T will consider the requested type of NID to be facilitated via the Bona Fide Request (BFR) Process.

4.0 Local Loop

- 4.1 Consistent with Sections 1.3 and Section 2.0 of this Attachment 251(c)(3) UNE, AT&T shall provide Local Loop under the following terms and conditions in this subsection.
- 4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an AT&T Central Office and the loop demarcation point at an End User customer premises or a compatible interface device or NID on a AT&T owned or controlled telephone pole where the CLEC Radio Port connects with AT&T's network. A loop may also function as a UNE when used to provide Telecommunications Service to more than one CLEC Customer via a CLEC supplied radio port. The loop includes the NID and may include the Inside Wire subloop in a multi-unit environment where the Inside Wire subloop is owned or controlled by AT&T. The Parties acknowledge and agree that a transmission facility to a CMRS facility does not have to be unbundled. The local loop UNE 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 local loop UNE includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law.
- 4.2.1 AT&T must provide timely access to unbundled loops offered under the terms of this agreement. AT&T's timeliness will be measured as required by the provisions in Attachment: Performance Measurements.
- 4.3 AT&T shall provide at the rates, terms, and conditions set out in this the Pricing Schedule, the types of UNE loops in sections 4.3.1- 4.3.6. When CLEC orders an 251(c)(3) Unbundled loop, CLEC will be provided a termination on whatever demarcation device, if any, connects the loop to the customer premises or a

compatible interface device or NID on a AT&T owned or controlled telephone pole where the CLEC Radio Port connects with AT&T' network, without additional charge.

- 4.3.1 The standard for 2-Wire analog loop (2-Wire Analog Voice Grade Loop) is described in TR73600, which may be found at http://wholesale.att.com/reference_library/guides/html/tech_ref.html.
- 4.3.2 The 4-Wire analog loop (4-WIRE ANALOG VOICE GRADE LOOP) 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.
- 4.3.3 The 2-Wire 160 Kbps digital interface loop (ISDN-BRI) (2-WIRE ISDN DIGITAL GRADE LOOP) facilities transmission of digital signals at 160 Kbps and provides 2 B plus D channels.
- 4.3.4 Intentionally Left Blank.
- 4.3.5 A DS1 Digital Loop 1.544 Mbps digital interface loop (4-WIRE DS1 DIGITAL LOOP) facilities transmission of digital signals at 1.544 Mbps and terminates in a 4-wire electrical interface at both ends.
 - 4.3.5.1 DS1 loops (where they have not been Declassified and subject to caps set forth in Section 4.3.6.2). However, notwithstanding this Section 4.3.5.1, access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T may elect at its own discretion.
- 4.3.6 DS1 UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.
 - 4.3.6.1 The procedures set forth below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.
 - 4.3.6.2 DS1 Loop "Caps"

AT&T is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) 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 251(c)(3) Unbundled DS1 Loops once CLEC has already obtained ten DS1 251(c)(3) UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T's option it may accept the order, but convert any requested DS1 251(c)(3) UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 UNE Loop(s) as of the date of provisioning.
- 4.3.7 Nothing in the loop definitions provided above is intended to limit CLEC from using UNE DSL loops to transmit signals in the ranges as specified in Attachment 25: DSL, which forms a part of this Agreement. AT&T agrees to provide CLEC with access to UNEs for providing advanced services in accordance with the terms of Attachment DSL, UNE Line Splitting, and the general terms and conditions applicable to UNEs (Sections 2.0 - 2.24.11, supra).
- 4.3.8 CLEC may request and, to the extent technically feasible, AT&T will provide additional loop types and conditioning pursuant to the BFR process. The availability of a loop type through the BFR process does not limit the availability to CLEC of equivalent functionality that are available to CLEC and priced under this Agreement.
- 4.3.9 When CLEC owns or manages its own switch and requests an unbundled 251(c)(3) Unbundled loop to be terminated on CLEC's switch and the requested loop is currently serviced by AT&T's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology acting in a pair gain application. AT&T will, where available,

move the requested unbundled 251(c)(3) loop to a spare, existing physical or a universal digital loop carrier unbundled 251(c)(3) loop at no additional charge to CLEC. If, however, no spare unbundled 251(c)(3) Unbundled loop is available, AT&T will within forty-eight (48) hours, excluding weekends and holidays, of CLEC's request notify CLEC of the lack of available facilities. CLEC may request alternative arrangements through the BFR process.

4.4 In addition to any liability provisions in this agreement, AT&T does not guarantee or make any warranty with respect to 251(c)(3) Unbundled loops when used in an explosive atmosphere. CLEC will indemnify, defend and hold AT&T harmless from any and all claims by any person relating to CLEC's or CLEC end user's use of 251(c)(3) Unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by AT&T.

4.5 Routine Network Modifications for UNE Local Loops

4.5.1 AT&T shall make routine network modifications to UNE Local Loops facilities used by CLEC where the requested UNE Local Loops loop facility has already been constructed. AT&T shall perform routine network modifications to 251(c)(3) Unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loops loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

4.5.2 A routine network modification is an activity that AT&T regularly undertakes for its own retail customers without additional charges or minimum term commitments. Routine network modifications include those activities that AT&T undertakes to provide service to its own retail customers using loops of the same type and capacity requested by the requesting telecommunications carriers under the same conditions and in the same manner that AT&T does for its own retail customers, subject to the limitations of 4.3.3, below. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings, splicing of cable, adding a doubler, adding an equipment case, adding a smart jack, installing a repeater shelf, adding a line card, and deploying a new multiplexer or reconfiguring an existing multiplexer.

4.5.2.1 Routine network modifications do not include constructing new loops; installing new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. AT&T is not obligated to perform those activities for a requesting telecommunications carrier.

4.5.2.2 AT&T 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's retail customers.

4.5.2.3 This Agreement does not require AT&T to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent AT&T has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; nor does this Agreement prohibit AT&T from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided AT&T complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).

- 4.5.2.4 Notwithstanding anything to the contrary herein, AT&T's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and, as to access to the TDM capabilities of AT&T's hybrid loops, only with respect to any existing capabilities of AT&T's hybrid loops. AT&T has no obligation to perform routine network modifications in connection with FTTH loops or FTTC loops.
- 4.5.3 The decision as to whether AT&T may charge for routine network modifications and if so, what rates, terms and conditions for such pricing would apply, should be addressed at a later date in a separate docket number.
- 4.6 DS3 Digital Loop (DS-3 UNBUNDLED LOCAL LOOP - Stand Alone)
- 4.6.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the AT&T Central Office to the end user premises.
- 4.6.2 DS3 251(c)(3) UNE loops will be offered and/or provided only where such Loops have not been Declassified.
- 4.6.3 The procedures set forth in Section 4.5, below will apply in the event DS3 Digital Loops are or have been Declassified.
- 4.6.4 DS3 Loop "Caps"
- 4.6.4.1 AT&T is not obligated to provide to CLEC more than one (1) DS3 251(c)(3) 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 251(c)(3) UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T's option it may accept the order, but convert any requested DS3 251(c)(3) 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.
- 4.7 Quantity and Location Limitations on Access to DS1 and DS3 Loops obtained under this Agreement
- (A) A "fiber-based collocator" is defined in accordance with TRRO and 47 C.F.R. 51.5.
- (B) The term "same building" is to be interpreted to mean a structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway.
- (C) A "business line" is defined in accordance with TRRO and 47 C.F.R. 51.5.
- 4.8 251(c)(3) 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 2.0 of this Attachment.
- 4.9 Hybrid Loops – AT&T will provide CLEC with access to hybrid loops in accordance with 47 C.F.R. §51.319(a)(2). A Hybrid Loop is a local loop composed of both fiber optic cable usually in the feeder plant, and copper wire or cable, usually in the distribution plant.
- 4.10 When CLEC seeks access to a hybrid loop for the provision of broadband services, AT&T shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that hybrid loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an 251(c)(3) Unbundled basis to establish a complete transmission path between AT&T's central office and an end user's

customer premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.

- 4.11 For narrowband access, AT&T shall provide non-discriminatory access either to an entire hybrid loop capable of voice grade services (i.e. equivalent to DS0 capacity) using time division multiplexing; or to a spare home-run copper loop serving that customer on an 251(c)(3) Unbundled basis.
- 4.12 Fiber to the Home Loops – A fiber to the home loop (FTTH) is a local loop consisting of entirely fiber cable, whether dark or lit, and serving an end user's customer premises. AT&T shall provide access to FTTH consistent with the terms set forth below.
 - 4.12.1 New Builds – AT&T is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an 251(c)(3) Unbundled basis when AT&T deploys such a loop to an end user's customer premises that previously has not been served by any loop facility.
 - 4.12.2 Over Builds – AT&T is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an 251(c)(3) Unbundled basis when AT&T has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:
 - 4.12.2.1 AT&T must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an 251(c)(3) Unbundled basis unless AT&T retires the copper loop pursuant to Section 4.12.3 and 47 CFR § 51.319(a)(3)(iii).
 - 4.12.2.2 If AT&T maintains the existing copper loop pursuant to Section 51.319(a)(3)(ii)(A) of this section need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case AT&T shall restore the copper loop to serviceable condition upon request.
 - 4.12.2.3 Should AT&T retire the copper loop pursuant to Section 4.12.3 and 47 CFR § 51.319(a)(3)(iii) of this section shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop on an 251(c)(3) Unbundled basis.
 - 4.12.3 Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop, AT&T must comply with:
 - 4.12.3.1 The network disclosure requirements set forth in section 251(c)(5) of the Act and in 51.325 through 51.335.
- 4.13 Declassification Procedure
 - 4.13.1 DS1. Subject to the cap described in Section 4.3.6.2, AT&T shall provide CLEC with access to a DS1 251(c)(3) 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 251(c)(3)UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 251(c)(3)UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
 - 4.13.2 DS3. Subject to the cap described in Section 4.9.4.1, AT&T shall provide CLEC with access to a DS3 251(c)(3)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 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 251(c)(3) UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

- 4.13.3 Effect on Embedded Base. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC on 251(c)(3) UNEs under this Agreement, AT&T will provide written notice to CLEC of such Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of sixty (60) days from the date of such notice, AT&T agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a 251(c)(3) UNE in the AT&T notice letter. Unless CLEC has submitted an LSR and/or ASR, as applicable, to AT&T requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, AT&T shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as AT&T and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and AT&T have failed to reach agreement as to a substitute service within such sixty (60) day period, then AT&T may disconnect the subject UNE(s) or combination of UNEs
- 4.13.3 Where such UNE(s) or combination of UNEs are converted to an analogous access service, AT&T shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of AT&T's applicable access tariff, with the effective bill date being the first day following the sixty (60) notice period. AT&T shall not impose any untariffed termination, reconnect, or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any declassified network elements.
- 4.13.4 Products provided by AT&T in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section, where such Loops are Declassified, except in those situations where a cross-connect is used to connect a 251(c)(3) unbundled network element to a wholesale service provided by AT&T, in which case such cross-connects will be priced at TELRIC .
- 4.13.5 The Parties agree that activity by AT&T under this Section 4.13 shall not be subject to the Network Disclosure Rules.
- 4.14 Subloop Elements
- 4.14.1 AT&T shall provide CLEC with nondiscriminatory access to a copper subloop on an 251(c)(3) Unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in AT&T's outside plant, including inside wire owned or controlled by AT&T, and the end-user customer premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

- 4.14.1.1 Point of technically feasible access. A point of technically feasible access is any point in AT&T's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface, AT&T shall, upon site-specific request, provide access to a copper subloop at a splice near a remote terminal. AT&T shall be compensated for providing this access in accordance with §§ 51.501 through 51.515.
- 4.14.1.2 AT&T will provide xDSL Loops and xDSL/UCSL Subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.
- 4.14.1.3 AT&T will not guarantee that an xDSL Loop or xDSL/UCSL Subloops ordered by CLEC will perform as desired by CLEC for xDSL based services, but will guarantee that Loops will be provisioned to meet basic metallic Loop parameters, including continuity and pair balance. CLEC shall designate on its Local Service Request (LSR), at CLEC's sole option, what Loop conditioning AT&T is to perform in provisioning the order.
- 4.14.1.4 The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. Refer to AT&T CLEC Online website for specific processes addressing Spectrum Management.
- 4.14.2 Maintenance, Repair and Testing:
 - 4.14.2.1 AT&T shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv) and as outlined on the AT&T CLEC Online website and within Attachment 07 - Operations Support Systems (OSS).
- 4.15 Product Specific Service Delivery Provisions
 - 4.15.1 Loop Makeup Information and Ordering:
 - 4.15.2 At the CLEC's request, AT&T will provide CLEC with nondiscriminatory access to its Loop makeup information as it exists in AT&T's database and records via:
 - a mechanized Loop makeup for near real-time access to data available electronically; or
 - manual Loop makeup for information that may not be available electronically.
 - 4.15.3 CLEC will be given nondiscriminatory access to the same Loop makeup information that AT&T is providing to any other CLEC, AT&T's retail or wholesale operations and/or its advanced services Affiliate.
 - 4.15.4 CLEC will have access to Loop makeup information only on facilities owned or controlled by AT&T_or controlled by the requesting CLEC.
 - 4.15.5 AT&T does not guarantee accuracy or reliability of the Loop make up information provided. CLEC may obtain Loop makeup information according to the terms and conditions described on the AT&T CLEC Online website incorporated herein by reference, as may be amended from time to time.
 - 4.15.6 Provisioning Intervals:
 - 4.15.6.1 AT&T's provisioning intervals per order per End User location shall be the intervals set forth on the AT&T CLEC Online website.

- 4.15.7 Loop Conditioning (a.k.a Line Conditioning):
- 4.15.7.1 AT&T will condition xDSL Loops and xDSL/UCSL Subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii).
 - 4.15.7.2 All modifications for Loop Conditioning/Line Conditioning in this section will be performed at the rates set forth in the Pricing Schedule.
 - 4.15.7.3 AT&T shall provide Line Conditioning on 251(c)(3) Unbundled Loops, as requested by CLEC, even in instances where AT&T does not provide advanced services to the End User on that 251(c)(3) Unbundled Loop.
 - 4.15.7.4 AT&T will not modify a 251(c)(3) Unbundled Loop in such a way that it no longer meets the technical parameters of the original 251(c)(3) Unbundled Loop type e.g., voice grade, etc., being ordered.
 - 4.15.7.5 AT&T will remove load coils only on copper 251(c)(3) Unbundled Loops that are equal to or less than eighteen thousand (18,000) feet in length. AT&T will remove load coils on copper 251(c)(3) Unbundled 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.
 - 4.15.7.6 For any copper 251(c)(3) Unbundled Loop being ordered by CLEC which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from CLEC, so that the 251(c)(3) Unbundled Loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to CLEC. In AT&T loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper 251(c)(3) Unbundled Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in the Pricing Schedule. CLEC may request removal of any unnecessary and non-Excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to AT&T's Special Construction (SC) Process, (which is a part of the service inquiry process), as mutually agreed to by the Parties.
 - 4.15.7.7 If CLEC requests Unbundled Loop Modification (ULM) on a reserved facility for a new 251(c)(3) Unbundled Loop order, AT&T may perform a pair change and provision a different 251(c)(3) Unbundled Loop facility in lieu of the reserved facility with ULM if feasible. The 251(c)(3) Unbundled Loop provisioned will meet or exceed specifications of the requested 251(c)(3) Unbundled Loop facility as modified. CLEC will not be charged for ULM if a different 251(c)(3) Unbundled Loop is provisioned. For 251(c)(3) Unbundled Loops that require a Design Layout Report (DLR) or its equivalent, AT&T will provide LMU detail of the 251(c)(3) Unbundled Loop provisioned.
 - 4.15.7.8 CLEC shall request 251(c)(3) Unbundled Loop make up information pursuant to this Attachment prior to submitting a Service Inquiry, in accordance to the terms and conditions described in the AT&T CLEC Online website, and/or a Local Service Request (LSR) for the 251(c)(3) Unbundled Loop type that CLEC desires AT&T to condition.
 - 4.15.7.9 When requesting ULM for a 251(c)(3) Unbundled Loop that AT&T has previously provisioned for CLEC, CLEC will submit a Service Inquiry to AT&T. If a spare 251(c)(3) Unbundled Loop facility that meets the 251(c)(3) Unbundled Loop modification specifications requested by CLEC is available at the location for which the ULM was requested, CLEC will have the option to change the 251(c)(3) Unbundled Loop facility to the qualifying spare facility rather than to provide ULM. In the event that AT&T changes the 251(c)(3) Unbundled Loop facility in lieu of providing ULM, CLEC will not be charged for ULM but will only be charged the service order charges for submitting an order.

- 4.15.7.10 Loops and Subloops available under this Attachment are further identified in the Pricing Schedule and AT&T CLEC Online website.
- 4.16 Pricing/Rates:
- 4.16.1 The rates applicable to xDSL Loops, xDSL/UCSL Subloops, and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual Loop qualification, Loop conditioning and cross-connects are set forth in the Pricing Schedule.
- 4.16.2 In those instances specified herein, or in the event that AT&T agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Attachment or for work performed outside of standard business hours, CLEC shall pay Maintenance of Service charges as outlined on the AT&T CLEC Online website and within Attachment 07 - Operations Support Systems (OSS).
- 4.17 Order Coordination (OC)
- 4.17.1 For each Loop order awaiting completion in AT&T's ordering systems, CLEC will contact AT&T and the Parties will agree on a cutover time at least two (2) business days before the due date. The cutover time will be defined as a half (1/2) hour, within which both CLEC and AT&T personnel will make telephone contact to begin the cutover activity. Cutover activity that is requested to take place outside of normal business hours (8 a.m. to 5 p.m. Monday through Friday) will be billed as time and material described in AT&T' Network and Exchange Services Tariff. When CLEC orders OC service, AT&T shall charge and CLEC agrees to pay for OC service at the "additional labor" or "Time and Material" rates set forth in the applicable Tariffs or the Pricing Schedule.
- 4.17.2 Within the appointed half-hour cutover time, CLEC will call AT&T's Wholesale Customer Maintenance Center (WCMC), and when the WCMC is reached in that interval, such work will begin. If CLEC fails to call or is not ready within the appointed interval, and if CLEC had not called to reschedule the work at least two (2) business hours prior to the start of the interval, CLEC and AT&T will reschedule the work order on a mutually negotiated basis when a supplemental LSR has been submitted to include the new date then based on the FOC and due date guidelines order will be negotiated again for OC.
- 4.17.3 If either CLEC or AT&T can not comply with the schedule, that party will timely notify the other. If CLEC's notice is not at least 2 business hours prior to the start of the scheduled interval of the coordinated cut, the CLEC will pay AT&T the applicable Non-Recurring Charge (NRC). In addition, non-recurring charges for the rescheduled appointment will apply. If AT&T's notice is not at least 2 business hours prior to the start of the scheduled interval of the coordinated cut, AT&T will waive any applicable NRC. If AT&T's WCMC is not available or ready when CLEC calls during the half (1/2) hour interval, AT&T will not bill the change order charge for the due date change for the Loop or Loops scheduled for that interval and will reschedule the installation time on a mutually negotiated basis.
- 5.0 DS1 and DS3 Dedicated Transport**
- 5.1 Subject to Section 2 of this Attachment 251(c)(3) UNE, AT&T shall provide 251(c)(3) Unbundled DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection:
- 5.2 "Dedicated Transport" is defined as AT&T interoffice 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 requesting telecommunications carriers, dedicated to a particular customer or carrier. AT&T is not obligated to provide

CLEC with 251(c)(3) Unbundled access to Dedicated Transport that does not connect a pair of AT&T' wire centers.

- 5.2.1 A "route" is defined as a transmission path between one of AT&T's wire centers or switches and another of AT&T'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.
- 5.3 AT&T will be responsible in a non-discriminatory manner for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Dedicated Transport.
- 5.3.1 Unbundled Dedicated Transport: Subject to the caps set forth in Sections 5.3.3.1 and 5.3.3.2, 251(c)(3) Unbundled Dedicated Transport ("UDT") will be provided only where such facilities exist at the time of CLEC request, and only over routes that UNE Dedicated Transport has not been Declassified.
 - 5.3.1.1 AT&T will offer 251(c)(3) Unbundled Dedicated Transport as a point-to-point transmission facility only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps) dedicated to CLEC.
 - 5.3.1.2 AT&T will offer 251(c)(3) Unbundled Dedicated Transport using then-existing infrastructure facilities and equipment.
 - 5.3.1.3 251(c)(3) Unbundled Dedicated Transport elements are provided over such routes as AT&T may elect. If CLEC requests special routing of Dedicated Transport, AT&T will respond to such requests under the BFR process.
 - 5.3.1.4 Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities and vice versa. Multiplexing is only available when ordered in conjunction with 251(c)(3) Unbundled Dedicated Transport.
 - 5.3.1.5 Other optional features available to CLEC with unbundled Dedicated Transport e.g., multiplexing, are available at the rates listed in Appendix Pricing.
- 5.3.2 Routine Network Modifications - UNE Dedicated Transport
 - 5.3.2.1 AT&T shall make routine network modifications to 251(c)(3) UNE Dedicated Transport facilities used by CLEC where the requested 251(c)(3) UNE Dedicated Transport facilities have already been constructed. AT&T shall perform routine network modifications to 251(c)(3) UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the 251(c)(3) UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
 - 5.3.2.2 Notwithstanding anything to the contrary herein, AT&T's obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.
 - 5.3.2.3 The decision as to whether AT&T may charge for routine network modifications and if so, what rates, terms and conditions for such pricing would apply, should be addressed at a later date in a separate docket number.
- 5.3.3 DS3 Transport "Caps"

- 5.3.3.1 DS3 Transport "Caps"-- AT&T is not obligated to provide to CLEC more than twelve(12) DS3 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 UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, AT&T is not required to accept cap-exceeding UNE orders if and when AT&T's OSS is capable of filtering out and preventing/rejecting those orders provided that such OSS enhancement is consistent with outcomes of related Change Management Process. AT&T may, at its option, accept the order, but convert any requested DS3 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.
- 5.3.3.2 DS1 Transport "Caps" AT&T is not obligated to provide to CLEC more than ten (10) DS1 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 UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, AT&T is not required to accept cap-exceeding UNE orders if and when AT&T's OSS is capable of filtering out and preventing/rejecting those orders provided that such OSS enhancement is consistent with outcomes of related Change Management Process. AT&T may, at its option, accept the order, but convert any requested DS1 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.
- 5.3.4 Declassification Procedure: Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.
- 5.3.4.1 Wire Center "Tiers" -- For purposes of this Section 5.3, 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.
- 5.3.4.2 DS1 Transport Declassification
- 5.3.4.2.1 Subject to the cap described in Section 5.3.3.2, AT&T shall provide CLEC with access to UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such AT&T must provide UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer

available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Dedicated Transport on such route(s).

5.3.4.3 DS3 Transport Declassification

5.3.4.3.1 Subject to the cap described in Section 5.3.3.1, AT&T shall provide CLEC with access to 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 must provide 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 UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport on such route(s).

5.3.5 AT&T has posted and will post a list to its CLEC-Online website, identifying the wire centers where routes for DS1 and DS3 UNE Dedicated Transport are Declassified under Sections 10.10.1 and 10.10.2, above, and those Sections shall apply. For situations where AT&T's posted list does not identify a wire center(s) relevant to CLEC's order for DS1 or DS3 UNE Dedicated Transport.

5.3.5.1 Effect on Embedded Base. Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as 251(c)(3) UNEs under this Agreement, AT&T will provide written notice to CLEC of such Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of sixty (60) days from the date of such notice, AT&T agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a 251(c)(3) UNE in the AT&T notice letter. Unless CLEC has submitted an LSR and/or ASR, as applicable, to AT&T requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, AT&T shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as AT&T and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and AT&T have failed to reach agreement as to a substitute service within such sixty (60) day period, then AT&T may disconnect the subject UNE(s) or combination of UNEs

5.3.5.2 Where such UNE(s) or combination of UNEs are converted to an analogous access service, AT&T shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of AT&T's applicable access tariff, with the effective bill date being the first day following the sixty (60) notice period. The nonrecurring switch-as-is rates for Conversions are contained in the Pricing Schedule of this Attachment. Conversions shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and AT&T. Any change from a wholesale service to a UNE/Combination or from a UNE/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. If CLEC wants to convert a UNE or Combination (or part thereof) to wholesale services CLEC shall submit a spreadsheet (and a commingling ordering document that indicates which part is to be filled as a UNE, if applicable). AT&T shall charge CLEC the applicable nonrecurring switch-as-is charge, as set forth in Exhibit A. Orders for Conversions will be handled in accordance with the guidelines set forth in AT&T's Wholesale Transport Service Conversion to Unbundled Network Element-Loop CLEC Information Package (version 1) or Unbundled Network Element to Special Access Conversion Process Information Package (version 2) available on AT&T's CLEC Online website, and the specific product guide for the UNE/Combination or wholesale service(s)

requested by CLEC, if applicable.

5.3.6 Product provided by AT&T in conjunction with 251(c)(3) UNE DS1 and DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section, except in those situations where a cross-connect is used to connect a 251(c)(3) unbundled network element to a wholesale service provided by AT&T, in which case such cross-connects will be priced at TELRIC.

5.3.6 The Parties agree that activity by AT&T under this Section 5.3 shall not be subject to the Network Disclosure Rules.

5.3.7 Technical Requirements For All Dedicated Transport

This Section sets forth technical requirements for all Dedicated Transport.

5.3.7.1 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 251(c)(3) 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.

5.3.7.2 AT&T shall provide the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by CLEC shall be subject to additional charges per a BFR process. When additional costs are incurred by AT&T for CLEC specific diversity, AT&T will advise CLEC of the applicable additional charges. AT&T 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.

5.3.7.3 Where physical diversity does not exist for dedicated transport, AT&T may be requested to provide such diversity through the BFR process.

5.3.8 Digital Cross-Connect System (DCS)

5.3.8.1 AT&T will offer DCS as NRS (Network Reconfiguration Service) through the Federal Tariff F.C.C. No. 73, Section 18, Network Management Services,

6.0 911 or E911 DATABASE

6.1 Access to AT&T's 911 or E911 call related databases will be provided as described in 911 and E911 Appendix.

7.0 Operations Support Systems Functions

7.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, provided for in Attachment 27, Access to Operations Support Systems, and billing functions supported by AT&T's databases and information, provided for in Attachment 28, Comprehensive Billing.

8.0 Cross-connects

8.1 The cross connect is the media between the AT&T distribution frame and an CLEC designated collocated space, UNE Access Method, or other AT&T 251(c)(3) Unbundled Network Elements purchased by CLEC.

8.2 AT&T offers a choice of loop cross connects with each 251(c)(3) Unbundled loop type. AT&T will charge CLEC the appropriate rate as set forth in the Pricing Schedule labeled "Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)".

8.3 Intentionally Left Blank

8.4 AT&T will offer and provide a choice of cross connects with subloop elements. AT&T will charge CLEC the appropriate rate as shown on the Pricing Schedule labeled "Subloop Cross Connect".

8.5 Cross connects (COCI) must also be ordered with 251(c)(3) Unbundled Dedicated Transport (UDT).

8.5.1 AT&T will charge CLEC the applicable rates as shown on the Pricing Schedule labeled "Dedicated Transport Cross Connect (COCI)".

8.6 The applicable dedicated transport cross connects (COCI) include:

8.6.1 DS-1

8.6.2 DS-3

8.7 When CLEC purchases Interoffice dark fiber, CLEC will pay the charges shown on the Pricing Schedule.

9.0 **Additional Requirements Applicable to 251(c)(3) Unbundled Network Elements**

This Section 9 sets forth additional requirements for 251(c)(3) Unbundled Network Elements which AT&T agrees to offer to CLEC under this Agreement.

9.1 AT&T must offer 251(c)(3) Unbundled local loops with and without automated testing and monitoring services where technically feasible. If CLEC uses its own testing and monitoring services, AT&T still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.

9.2 **Synchronization**

9.2.1 **Definition:**

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

9.2.2 **Technical Requirements**

AT&T will provide synchronization to equipment that is owned by AT&T and is used to provide a network element to CLEC in the same manner that AT&T provides synchronization to itself.

10.0 **Pricing**

10.1 **Price Schedules**

The Pricing Schedule is a schedule which reflects the prices at which AT&T agrees to furnish 251(c)(3) Unbundled Network Elements to CLEC.

11.00 **251(c)(3) Unbundled Network Elements Combinations**

Notwithstanding anything in this Agreement to the contrary (including but not limited to this Attachment, the Pricing Schedule):

11.1 AT&T agrees to make all 251(c)(3) Unbundled Network Elements Combinations set forth in this Agreement available to CLEC on the terms and at the prices provided in this Agreement.

11.2 AT&T will, except as provided elsewhere in Section 11, provide combinations of 251(c)(3) Unbundled Network Elements to CLEC consistent with AT&T's obligations in this Agreement at the applicable charges set forth in this Agreement.

12.0 **Dark Fiber Dedicated Transport**

AT&T shall provide UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. AT&T is not required to provide Loop Dark Fiber on an 251(c)(3) Unbundled basis. (For definitional purposes only, Loop Dark fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications service.)

12.1 **Definition of Dark Fiber**

12.1.1 In AT&T, 251(c)(3) UNE Unbundled Dedicated Transport dark fiber is deployed, unlit optical fiber within AT&T's network. UNE Dedicated Transport Dark fiber consists of unactivated optical interoffice transmission facilities.

12.2 **Dedicated Transport Dark Fiber**

12.2.1 At 251(c)(3) Unbundled dedicated transport dark fiber segments in routes that have not been Declassified, AT&T will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Section 12.6 and 12.7 below. UNE Dedicated Transport Dark Fiber is defined as AT&T dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within AT&T's network, connecting AT&T switches or wire centers within a LATA. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the AT&T network and the CLEC network or the location of CLEC equipment. AT&T will offer dedicated transport dark fiber to CLEC when CLEC has collocation space in each AT&T CO where the requested dedicated transport dark fiber(s) terminate.

12.2.2 A "route" is defined as a transmission path between one of AT&T's wire centers or switches and another of AT&T'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.

12.3 **Spare Fiber Inventory Availability and Condition**

12.3.1 All available spare 251(c)(3) 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's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare 251(c)(3) UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

12.4 Determining Spare Fibers

12.4.1 AT&T will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:

12.4.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

12.4.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

12.4.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

12.4.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

12.4.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

12.4.1.1.5 Cables with 216 fibers: 18 maintenance spares

12.4.1.1.6 Cables with 288 fibers: 24 maintenance spares

12.4.1.1.7 Cables with 432 fibers: 36 maintenance spares

12.4.1.1.8 Cables with 864 fibers: 72 maintenance spares.

12.4.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

12.4.1.3 AT&T growth fibers. Fibers documented as reserved by AT&T for utilization for growth within the 12 month-period following the carrier's request.

12.4.2 The appropriate AT&T engineering organization will maintain records on each fiber optic cable for which CLECs request 251(c)(3) UNE Dedicated Transport Dark Fiber.

12.5 Quantities and Time Frames for ordering 251(c)(3) UNE Dedicated Transport Dark Fiber

12.5.1 The minimum number of 251(c)(3) 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 will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 11 above.)

12.5.2 If CLEC wishes to request 251(c)(3) 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.

- 12.5.2.1 If spare 251(c)(3) UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, AT&T will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.
- 12.5.3 251(c)(3) 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 251(c)(3) UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the 251(c)(3) UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.
- 12.6 Right of Revocation of Access to 251(c)(3) UNE Dedicated Transport Dark Fiber
- 12.6.1 Right of revocation of access to 251(c)(3) UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, AT&T's right of revocation of access under this Section 11.9 applies even when the affected dedicated transport dark fiber remains a 251(c)(3) 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 12.6.
- 12.6.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date AT&T provided the fiber(s), AT&T may revoke CLEC's access to the 251(c)(3) UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T inventory.
- 12.6.3 AT&T may reclaim from the CLEC the right to use 251(c)(3) 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 251(c)(3) UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, AT&T will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. AT&T must also demonstrate to the CLEC that the reclaimed dedicated transport dark fiber will be needed to meet AT&T's bandwidth requirements within the 12 months following the revocation.
- 12.7 Access Methods specific to 251(c)(3) UNE Dedicated Transport Dark Fiber
- 12.7.1 The demarcation point for 251(c)(3) UNE Dedicated Transport Dark Fiber at Central Offices and End User premises will be in an AT&T approved splitter shelf. This arrangement allows for non-intrusive testing.
- 12.7.2 At CO's, 251(c)(3) UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.
- 12.8 Installation and Maintenance for 251(c)(3) UNE Dedicated Transport Dark Fiber
- 12.8.1 AT&T will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC or End User equipment.
- 12.9 Dark Fiber Transport Declassification Procedure
- 12.9.1 AT&T shall provide CLEC with access to UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers, as set forth in Section 12.10 (i), (ii) and (iii), below. As such AT&T must provide UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as UNEs under this Agreement.

Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such route(s).

- 12.9.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as a 251(c)(3) UNE under this Agreement, AT&T will provide written notice to CLEC of such Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of sixty (60) days from the date of such notice, AT&T agrees to continue providing such element(s) under the terms of this Agreement. At the end of the 60-day notice period, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of AT&T. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a 251(c)(3) UNE in the AT&T notice letter.
- 12.9.3 Products provided by AT&T in conjunction with UNE Dedicated Transport Dark Fiber or loop dark fiber, if any, shall also be subject to termination under this Section 12.11 where such fiber is Declassified.
- 12.9.4 The Parties agree that activity by AT&T under this Section 12.11 shall not be subject to the Network Disclosure Rules.
- 12.10 Wire Center "Tiers" -- For purposes of this Section, wire centers are classified into three "tiers," as follows: Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.
- (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.
- 12.11 Routine Network Modifications for UNE Dark Fiber Dedicated Transport
- 12.11.1 AT&T shall make routine network modifications to UNE Dedicated Transport Dark Fiber facilities used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested UNE Dedicated Transport Dark Fiber facilities have already been constructed. AT&T shall perform routine network modifications to UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport Dark Fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.
- 12.11.2 A routine network modification is an activity that AT&T 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 is not obligated to perform those activities for a requesting Telecommunications Carrier.

- 12.12 Routine Network Modifications
- 12.12.1 Routine network modifications do not include constructing new 251(c)(3) 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 is not obligated to perform those activities for a requesting telecommunications carrier.
- 12.12.2 AT&T 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's retail customers.
- 12.12.3 Notwithstanding anything to the contrary herein, AT&T's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.
- 12.12.4 The decision as to whether AT&T may charge for routine network modifications and if so, what rates, terms and conditions for such pricing would apply, should be addressed at a later date in a separate docket number.
- 12.13 Intentionally Left Blank.
- 13.0 Maintenance/Repairs/Testing**
- 13.1 AT&T will provide maintenance for all 251(c)(3) Unbundled Network Elements and 251(c)(3) UNE Combinations ordered under this Agreement at levels equal to the maintenance provided by AT&T in serving its end user customers, consistent with this Attachment and will meet the requirements set forth in this Section 13. Such maintenance requirements will include, without limitation, those applicable to testing and network management.
- 13.2 AT&T technicians will provide repair service on 251(c)(3) Unbundled Network Elements and 251(c)(3) UNE Combinations that is at least equal in quality to that provided to AT&T customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of AT&T customers. CLEC and AT&T agree to use the severity and priority restoration guidelines set forth in AT&T MMP 94-08-001 dated April 1996, and as subsequently modified.
- 13.3 When AT&T returns a "no trouble found" response to a CLEC trouble ticket, CLEC may accept the response or seek a joint test with the AT&T technician and, at the CLEC's discretion, with a CLEC technician, a vendor technician, and/or the CLEC's network operations center (NOC).
- 13.4 Dispatching of AT&T technicians to CLEC Customer premises shall be accomplished by AT&T pursuant to a request received from CLEC. When a AT&T employee visits the premises of an CLEC local customer, the AT&T employee must inform the customer that he or she is there acting on behalf of their local service provider. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that repair persons were on their premises acting on behalf of their local service provider.
- 13.5 All misdirected repair calls to AT&T from CLEC customers will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by AT&T will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in AT&T' territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for AT&T customers to a AT&T designated number.

REMAND ORDER EMBEDDED BASE TEMPORARY RIDER

This is a Temporary Rider (the "Rider") to the Interconnection Agreement by and between AT&T, ("AT&T" or "AT&T ILEC") and CLEC (collectively referred to as "the Parties") ("Agreement") contemporaneously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "*Triennial Review Order*" or "*TRO*"), which became effective as of October 2, 2003; and

WHEREAS, by its *TRO*, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, AT&T was no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law as further defined below ("TRO Declassified Elements"); and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass'n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) ("*USTA II*") on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the *USTA II* decision vacated certain of the FCC rules and parts of the *TRO* requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act; and

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,¹ on February 4, 2005 ("*TRO Remand Order*"), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops ("mass market unbundled local circuit switching" or "Mass Market ULS") or access to certain high-capacity loop and certain dedicated transport on an unbundled basis to CLECs ("TRRO Affected Elements"); and

WHEREAS, the FCC, in its *TRO Remand Order*, instituted transition periods and pricing to apply to CLEC's embedded base of the TRRO Affected elements; and

WHEREAS, as of the date the parties executed the Agreement to which this Temporary Rider is attached, CLEC is purchasing TRO Declassified Elements and/or has an embedded base of one or more of the TRRO Affected Elements, and the transition periods applicable to one or more of the elements had not yet expired.

NOW, THEREFORE, the Parties attach the following temporary terms and conditions to the Agreement as set forth below:

1.0 TRO-Declassified Elements.

1.1 Pursuant to the *TRO*, nothing in this Agreement requires AT&T to provide to CLEC any of the following items on an unbundled basis pursuant to Section 251(c)(3) of the Act

- (i) entrance facilities
- (ii) OCn level dedicated transport;

¹ Order on Remand, *Unbundled Access to Network Elements: Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

- (iii) "enterprise" market (DS1 and above) local circuit switching (defined as (a) all line-side and trunk-side facilities as defined in the *TRO*, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (b) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions);
- (iv) OCn loops;
- (v) the feeder portion of the loop;
- (vi) line sharing;
- (vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;
- (viii) shared transport and SS7 signaling to the extent not provided in conjunction with unbundled local switching;
- (ix) packet switching, including routers and DSLAMs;
- (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 CFR § 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; and
- (xi) fiber-to-the-home loops and fiber-to-the-curb loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that AT&T has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case AT&T will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

The above-listed items are referred to in this Amendment as "TRO Declassified Elements." Nothing in this section shall limit AT&T's ability to commingle a facility or service previously acquired as a UNE with a UNE or combination of UNEs pursuant to Attachment 6, Section 2.11 of the Parties' ICA.

1.2 Transition Provision of TRO Declassified Elements. This Section sets forth the Notice and Transition Processes for TRO Declassified Elements.

1.2.1 AT&T is not required to provide the TRO Declassified Element(s) on an unbundled basis pursuant to 251(c)(3) to CLEC under this Agreement, and the following notice and transition procedure shall apply:

1.2.2 AT&T will provide written notice to CLEC of the fact that the TRO Declassified Element(s) that had been previously provided on an unbundled basis is no longer required to be provided pursuant to 251(c)(3). During a transitional period of thirty (30) days from the date of such notice, AT&T agrees to continue providing such element(s) in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for the thirty (30) day transitional period.

1.2.3 Upon receipt of such written notice, CLEC will cease new orders for such TRO Declassified Elements that are identified in the AT&T notice letter. AT&T reserves the right to monitor, review, and/or reject CLEC orders transmitted to AT&T and, to the extent that the CLEC has submitted orders and such orders are provisioned after this thirty (30) day transitional period, such network elements are still subject to this Section 1.0, including the CLEC options set forth in Section 1.2.4 below, and AT&T's right of conversion in the event the CLEC options are not accomplished by the end of the 30-day transitional period.

1.2.4 During such thirty (30) day transitional period, the following options are available to CLEC with regard to the network element(s) identified in the AT&T notice, including the combination or other arrangement in which the network element(s) were previously provided:

- (i) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the network element(s); or
- (ii) AT&T and CLEC may agree upon another service arrangement (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous resale service or access product or service may be substituted, if available.

Notwithstanding anything to the contrary in this Agreement, including any amendments thereto, at the end of the thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 1.2.4(i), above, and if CLEC and AT&T have failed to reach agreement, under Section 1.2.4(ii), above, as to a substitute service arrangement or element, then AT&T will 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 or arrangement, if available, at rates applicable to such analogous service or arrangement.

2.0 TRO Remand-Declassified Loop-Transport Elements.

2.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

- (i) Dark Fiber Loops;
- (ii) DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in the TRO Remand Order and Rule 51.319(a)(4) or 51.319(a)(5), as applicable;
- (iii) DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in the TRO Remand Order and Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or
- (iv) Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the "Affected Loop-Transport Element(s)."

2.2 Transitional Provision of Embedded Base. As to each Affected Loop-Transport Element, after March 11, 2005, pursuant to the TRO Remand Order and Rules 51.319(a) and (e), as set forth in the TRO Remand Order, AT&T shall continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for a transitional period of time, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Loop-Transport Element(s);
- (b) CLEC's transition of an Affected Loop-Transport Element(s) to an alternative arrangement; or
- (c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport. To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, AT&T, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs, unless otherwise instructed in writing by the CLEC.

AT&T's transitional provision of embedded base Affected Loop-Transport Element(s) under this Section 2.2 shall be on an "as is" basis. Upon the earlier of the above three events occurring, as applicable, AT&T may, without further notice or liability, cease providing the Affected Loop-Transport Element(s).

2.3 Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus 15%* ("Transitional Pricing").

2.3.1 Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for all Affected Loop-Transport Element(s), beginning March 11, 2005.

2.3.2 CLEC shall be fully liable to AT&T to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

2.3.3 The Parties agree to work together to develop a mutually agreeable, conversion process that includes agreement on the conversion request formats and associated systems; as well as an agreement on what additional information is needed from AT&T to enable AT&T to identify the loop and transport Network Elements that need to be converted.

2.3.4 AT&T will not require physical rearrangements and will not physically disconnect, separate or alter or change the facilities being replaced, except at the request of AT&T.

2.3.4.1 To avoid customer impact during the transition of UNE-P to alternative arrangements, AT&T commits to suppress line loss and related CARE notifications when the conversion requests are processed.

2.3.5 Conversion Charges - AT&T shall not impose any termination, re-connect or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any Transitional Declassified Network Elements.

2.4 End of Transitional Period. CLEC will complete the transition of embedded base Affected Loop-Transport Elements to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (as set forth in Sections 2.4.1 and 2.4.2, below). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to AT&T by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

2.4.1 For Dark Fiber Loops and Affected Dark Fiber Transport, the transition period shall end on September 11, 2006.

2.4.2 For Affected DS1 and DS3 Loops and Transport, the transition period shall end on March 11, 2006.

2.4.3 To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, AT&T, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs, unless otherwise instructed in writing by the CLEC.

3. TRO Remand-Declassified Switching and UNE-P.

3.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise, except as required by State Commission orders. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)

3.2 Transitional Provision of Embedded Base. As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, AT&T shall continue to i) provide access to CLEC's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC on or *before* September 30, 2005), and ii) provision AT&T requests to add, change or delete features, record orders, and disconnect orders on UNE-P/ULS, as well as orders to reconfigure existing AT&T UNE-Ps to a UNE line-splitting arrangement to serve the same end-user or reconfigure to eliminate an existing line-splitting arrangement in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for a transitional period of time, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;
- (b) CLEC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or
- (c) March 11, 2006.

AT&T's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 3.2 shall be on an "as is" basis, except that CLEC may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, AT&T may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

3.2.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Rider, and subject to this Section 3, and subject to the conditions set forth in Section 3.2.1.1 below, AT&T shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], and only to the extent such items were already being provided, or ordered, on or *before* September 30, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

3.2.1.1 The [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX] must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

3.3 Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional

period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.3.1 Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

3.3.2 CLEC shall be fully liable to AT&T to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

3.4 End of Transitional Period. CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).

3.4.1 To the extent that there are CLEC embedded base Mass Market ULS or UNE-P and related items, such as those referenced in Section 3.2.1, above in place on March 11, 2006, AT&T, without further notice or liability, will re-price such arrangements to resale.

4. Sections 1, 2 and 3, above, apply and are operative regardless of whether CLEC is requesting the TRO Declassified Elements, Affected Loop-Transport Element(s), Mass Market ULS or Mass Market UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

5. In entering into this Rider, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Rider) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA I*") and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"); the FCC's 2003 Triennial Review Order and 2005 Triennial Review Remand Order; 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).

6. Except to the extent of the very limited purposes and time periods set forth in this Rider, this Rider does not, in any way, extend the rates, terms or conditions of the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX] beyond its term.

7. The Parties acknowledge and agree that this Rider shall be filed with, and is subject to approval by the Texas Commission and shall become effective ten (10) days following the date upon which the Texas Commission approves this Rider under Section 252(e) of the Act or, absent such state commission approval, the date this Rider is deemed approved by operation of law.

ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE

This Attachment 11: Network Interconnection Architecture to the Agreement describes the technical arrangement by which CLEC and AT&T will interconnect their networks in the event that CLEC is choosing to operate as a Facility-Based Provider in a given AT&T Local Exchange Area. The arrangements described herein do not apply to the provision and utilization of Unbundled Network Elements, which are addressed in Attachment 6: Unbundled Network Elements.

1.0 Definitions

- 1.1 "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 other central office switches for IXC-carried traffic.
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- 1.3 "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.
- 1.4 "Facility-Based Provider" is defined as a telecommunications carrier that has deployed its own switch and transport facilities.
- 1.5 "IntraLATA Toll Traffic" is defined as the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the mandatory local calling area as defined by the Commission.
- 1.6 "ISP-Bound Traffic" is as defined in Attachment 12: Compensation.
- 1.7 "Local Tandem" refers to any Local Only, Local/IntraLATA or Local/Access Tandem Switch serving a particular LCA (defined below).
- 1.8 "Local/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 other central office switches for Section 251(b)(5)/IntraLATA Traffic and IXC-carried traffic.
- 1.9 A "Local Calling Area" or "LCA" is an AT&T local calling area, as defined in AT&T's General or Local Exchange Tariff. LCA is synonymous with "Local Exchange Area" (LEA).
- 1.10 "Local Interconnection Trunk Groups" are either one-way or two-way (upon mutual agreement)_trunk groups used to carry Section 251(b)(5)/IntraLATA Traffic.
- 1.11 "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 other central office switches for Section 251(b)(5) IntraLATA Toll Traffic.
- 1.12 "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 central office switches for Section 251(b)(5) and ISP Bound Traffic.
- 1.13 "Offers Service" – At such time as CLEC opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.

- 1.14 "Remote End Office Switch" is an AT&T switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature function and capability of an AT&T End Office Switch. Such features, functions and capabilities are provided between an AT&T Remote End Office Switch via an umbilical and an AT&T Host End Office.
- 1.15 Section 251(b)(5) Traffic is as defined in Attachment 12: Compensation.
- 1.16 "Section 251(b)(5)/IntraLATA Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) Optional EAS Traffic, (iv) FX Traffic, , (vii) IntraLATA Toll Traffic originating from an end user obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (viii) IntraLATA Toll Traffic originating from an end user obtaining local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.
- 1.17 A "Tandem Serving Area" or "TSA" is an AT&T area defined by the sum of all local calling areas served by AT&T End Offices that subtend an AT&T tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.
- 1.18 "Third Party Trunk Group": is a trunk group between CLEC and AT&T's Tandem that is designated and utilized to transport Traffic that neither originates with nor terminates to an AT&T_End User, including interexchange traffic (whether IntraLATA or InterLATA) to/from CLEC End Users and IXCs. All such traffic is collectively referred to as Third Party Traffic.

2.0 Requirements for Establishing Points of Interconnection

Section 2.1 through Section 2.7 are the Parties' requirements for establishing a Point of Interconnection (POI) for the Exchange of Section 251(b)(5) IntraLATA Toll Traffic.

- 2.1 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within AT&T's network in the LATA where CLEC offers service.
- 2.1.1 A "Single POI" is a single point of interconnection within a LATA on AT&T's network that is established to interconnect AT&T's network and CLEC's network for the exchange of Section 251(b)(5) IntraLATA Toll Traffic.
- 2.1.2 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
- 2.1.3 CLEC agrees to establish additional POI(s) as follows:
- (i) in any AT&T TSA separate from any existing POI arrangement when traffic to/from that AT&T TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or (ii) at an AT&T End Office not served by an AT&T tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that end office exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
- 2.1.4 The additional POI(s) will be established within 90 days of notification that the threshold has been met.
- 2.2 Each Party will be responsible for providing the necessary equipment and facilities on their side of the POI(s).
- 2.3 POIs shall be established at any technically feasible point inside the geographical areas in which AT&T is the Incumbent LEC and within AT&T's network.

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2.5 The POI(s) will be identified by street address and Vertical and Horizontal (V & H) Coordinates.

3.0 Trunking Requirements

3.1 At such time as CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Traffic in an LCA, CLEC shall establish the necessary Local Interconnection Trunk Groups (in accordance with Appendix ITR) to:

3.1.1 Each AT&T Local Tandem in the LCA where CLEC Offers Service when there are AT&T Local Tandem(s) in the LCA where CLEC Offers Service.

3.1.2 Each AT&T End Office in the LCA where CLEC Offers Service when there is no AT&T Local Tandem in the LCA where CLEC Offers Service.

3.2 When CLEC Offers Service in an LCA that has at least one AT&T Local Tandem, and the Section 251(b)(5)/IntraLATA Toll Traffic between CLEC and an AT&T End Office which subtends an AT&T Local Tandem in the LCA exceeds 24 DS0s at peak over three consecutive month's period of time, CLEC shall establish a Direct End Office Trunk Group (Local Interconnection Trunk Group that terminates to a AT&T End Office also known as a "DEOT" group) to that AT&T End Office.

3.3 When the LCA in which CLEC Offers Service for the exchange of Section 251(b)(5)IntraLATA Toll Traffic is served only by an AT&T Remote End Office Switch, CLEC shall DEOT to the appropriate AT&T Host End Office Switch.

3.4 DEOT group(s) to AT&T End Offices shall be provisioned as two-way trunks and used as two-way trunks.

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8.0 Provision of Information

8.1 In order to establish or designate any POI and associated trunks and transport facilities under this Agreement, CLEC shall provide all applicable network information on forms acceptable to AT&T (as set forth in AT&T's CLEC Handbook, published on the AT&T CLEC Online website.)

9.0 ASR Control for Two-Way Trunk Groups

9.1 CLEC shall have administrative and order control (*e.g.*, determination of trunk group size) of all two-way trunk groups provisioned between CLEC and AT&T with the limited exception detailed in section 9.3 below.

9.2 This only applies to the extent that it does not require AT&T to redesign its network configuration.

9.3 AT&T reserves the right to issue an ASR on CLEC's behalf in the event CLEC is non-responsive to a TGSR for underutilized trunk groups as outlined in Appendix ITR. At no other time shall AT&T be allowed to issue ASRs on CLEC's behalf.

10.0 Ancillary Services

10.1 Where CLEC requires ancillary services (e.g., Directory Assistance, Operator Services, 911/E911), additional POIs may be required for interconnection to such ancillary services.

10.2 CLEC is solely responsible for the facilities that carry OS/DA, 911, mass calling and third-party traffic trunk groups. The trunking requirements for these are specified in Appendix ITR.

11.0 Signaling

11.1 Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the AT&T network.

11.2 Multifrequency (MF) signaling will be utilized in cases where AT&T switching platforms do not support SS7.

12.0 Interconnection Methods

12.1 Where CLEC seeks to interconnect with AT&T for the purpose of mutually exchanging Section 251(b)(5)/IntraLATA Traffic between networks, CLEC may use any of the following methods of obtaining interconnection detailed in Appendix Network Interconnection Methods (NIM) attached hereto and incorporated herein. Such methods include but are not limited to:

12.1.1 Physical Collocation;

12.1.2 Virtual Collocation;

12.1.3 Intentionally Left Blank;

12.1.4 Mid Span Fiber Meet Point;

12.1.5 Leasing of AT&T' facilities;

12.1.6 Leasing of facilities from a third party;

12.1.7 CLEC self-build out;

12.1.8 Any other mutually agreeable methods of obtaining interconnection.

13.0 In addition, the Parties agree to the interconnection and trunking requirements listed in Appendix Interconnection Trunking Requirements (ITR), which is attached hereto and made a part hereof.

APPENDIX INTERCONNECTION TRUNKING REQUIREMENTS (ITR)

1.0 Introduction

- 1.1 The Interconnection of CLEC and AT&T networks shall be designed to promote network efficiency.
- 1.2 This Appendix Interconnection Trunking Requirements (ITR) to Attachment 11: Network Interconnection Architecture provides descriptions of the trunking requirements for CLEC to interconnect any CLEC provided switching facility with AT&T's facilities. All references to incoming and outgoing trunk groups are from the perspective of the CLEC.
- 1.3 If either Party changes the methods by which it trunks and routes traffic within its network, it will afford the other Party the opportunity to trunk and route its traffic in the same manner for purposes of interconnection. The Parties agree to offer and provide to each other B8ZS Extended Superframe and/or 64 Kbps clear channel capability where it is currently deployed at the time of the request.
- 1.4 AT&T will allow CLEC to use the same physical facilities (e.g., dedicated transport access facilities,) to provision trunk groups that carry Local, intraLATA and interLATA traffic, provided such combination of traffic is not for the purpose of avoiding access charges, and facility charges associated with dedicated transport used to carry interLATA and intraLATA traffic originated by or terminated to a customer who is not an CLEC local exchange service customer.

AT&T shall provide the cross connections at the central office to combine a CLEC's dedicated transport between AT&T wires centers with that CLEC's special access facilities, or connect the CLEC's dedicated transport with facilities provided by the CLEC, or facilities obtained from other carriers.

2.0 Trunk Group Configurations

- 2.1 Section 251(b)(5) Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic originating from an end user obtaining local dial tone from CLEC, where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider or IntraLATA Toll Traffic originating from an end user obtaining local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic and IntraLATA Toll provider. AT&T will not impose any restrictions on a CLEC that are not imposed on its own traffic with respect to trunking and routing options afforded the CLEC. For purposes of this Attachment 11, Internet Service Providers shall be considered end users.
- 2.2 CLEC Originating (CLEC to AT&T)

For traffic that is originated from CLEC to AT&T subject to Section 1.0 above, IntraLATA Toll traffic originating from an end user obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider may be combined with Section 251(b)(5) and ISP-Bound Traffic on the same trunk group when CLEC routes traffic to a AT&T Local/IntraLATA Tandem Switch, Local Tandem switch or directly to a AT&T End Office. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 5.0 of this Appendix, direct trunk group(s) to AT&T End Offices will be provisioned as two-way and used as two-way. . When there are multiple AT&T Local/IntraLATA Tandem Switches and/or Local/Access Tandem Switches in a Local Exchange Area, separate trunk groups will be established to each Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch. Such trunk groups may carry both Section 251(b)(5), ISP-Bound Traffic and IntraLATA Toll Traffic originating from an end user obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider. Trunk groups to any AT&T, Tandem(s) shall be provisioned as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the AT&T

network. Multifrequency (MF) signaling will be utilized in cases where AT&T' switching platforms do not support SS7.

Trunking to a AT&T Local, Local/IntraLATA, or Local/Access Tandem Switch will provide CLEC access to the AT&T End Offices which subtend that tandem and to other service providers which are connected to AT&T at that Tandem. Trunking to AT&T' End Office(s) will provide CLEC access only to the NXXs served by that individual End Office(s).

2.2.1 Multiple Tandem Access (MTA) Interconnection

2.2.1.1 Where CLEC does not choose access tandem interconnection at every AT&T Access Tandem within a LATA, CLEC must utilize AT&T's MTA interconnection. To utilize MTA CLEC 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 CLEC's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. CLEC must also establish an interconnection trunk group(s) at all AT&T Access Tandems where CLEC NXXs are homed as described in Section 4.2.1 above. If CLEC 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, CLEC 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 CLEC's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those AT&T Access Tandems where CLEC does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines.

2.2.1.2 CLEC 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 CLEC will be delivered to and from IXCs based on CLEC's NXX access tandem homing arrangement as specified by CLEC in the LERG.

2.2.1.3 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.

2.2.1.4 To the extent CLEC does not purchase MTA in a LATA served by multiple Access Tandems, CLEC must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent CLEC routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, CLEC shall pay AT&T the associated MTA charges.

2.3 CLEC Terminating (AT&T to CLEC)

For CLEC Terminating traffic (AT&T to CLEC), where AT&T has a Local/IntraLATA, or Local/Access Tandem Switch, AT&T will combine the Section 251(b)(5) Traffic, ISP Bound Traffic and IntraLATA Toll Traffic originating from an end user obtaining local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic and IntraLATA Toll provider over a single two-way trunk group. When AT&T has Access Tandem Switches separate from Local Tandems Switches in a Local Exchange Area, AT&T shall deliver Section 251(b)(5) Traffic and ISP-Bound Traffic from the Local Tandem Switch to CLEC over the two-way trunk group to the Local Tandem Switch. AT&T shall deliver IntraLATA Toll traffic from the Access Tandem Switch to CLEC over the two-way trunk group to the Access Tandem Switch. As noted in Section 2.1.1 above, direct trunk group(s) between CLEC and AT&T' End Offices will be provisioned as two-way and used as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the AT&T network. Multifrequency (MF) signaling will be utilized in cases where AT&T switching platforms do not support SS7.

2.4 Third Party Traffic

Third Party Traffic will be transported between the AT&T Access Tandem Switch and CLEC over a "third party traffic " trunk group separate from any local or Local and IntraLATA Toll trunk group. This trunk group will be established for the transmission and routing of traffic originating on between CLEC'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 CLEC's network . When AT&T has more than one Access Tandem Switch within a Local Exchange Area, CLEC may utilize a single "third party traffic" trunk group to one AT&T Access Tandem Switch within the Local Exchange Area. This trunk group will be provisioned as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group. Third Party Traffic trunks shall be two-way trunks and must be ordered by CLEC to deliver and receive Third Party Traffic. Establishing Third Party Traffic trunks at Access and Local Tandems provides Intra-Tandem Access to the Third Party also interconnected at those Tandems. CLEC shall be responsible for all recurring and nonrecurring charges associated with Third Party Traffic trunks and facilities.

2.5 Direct End Office Trunking

2.5.1 The Parties shall establish a one-way (except where the parties have agreed to use two-way trunks.) Direct End Office trunk (DEOT) group when End Office traffic exceeds 24 DS0s at peak over three consecutive month's or when no Local Tandem Switch is present in the Local Exchange Area. Trunking to an AT&T End Office shall afford CLEC access to only the NXXs served by that individual End Office.

2.5.2 Once such trunks are provisioned, traffic from CLEC to AT&T must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T-22STATE_Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic. If an AT&T End Office does not subtend an AT&T Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic, a direct final DEOT will be established by CLEC and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.

2.5.3 All traffic received by AT&T_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.

2.6 E911 Emergency Traffic

A segregated trunk group will be required to each appropriate E911 tandem within an exchange in which CLEC offers Exchange Service. This trunk group will be set up as a one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized

Where technically feasible and the PSAP customer agrees, E911 traffic will be routed on a dedicated trunk group directly to the AT&T end office that serves the appropriate PSAP. This trunk group will be set up as one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized.

2.7 Mass Calling (Public Response Choke Network)

A segregated trunk group will be required to the designated Public Response Choke Network tandem in each serving area in which CLEC provides service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:

< 15001 access Lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
> 75000 AC	6 trunks (max)

In addition, CLEC may use call-gapping and software designed networks to control Mass Calling.

At the time that CLEC establishes a Public Response Choke Network NXX and tandem, AT&T will establish reciprocal mass calling trunks to CLEC subject to the requirements set forth in this Section. CLEC has the option of call gapping or trunking to a specific tandem for gapping by AT&T.

2.8 Operator Services

Inward Operator Assistance (Call Code 121) - CLEC may choose from two interconnection options for Inward Operator Assistance.

2.8.1 Option 1 - Interexchange Carrier (IXC)

CLEC may utilize the Interexchange Carrier Network. CLEC will route its calls requiring inward operator assistance through its designated IXC POP to AT&T's TOPS tandem. AT&T will route its calls requiring inward operator assistance to CLEC's Designated Operator Switch (TTC) through the designated IXC POP.

CLEC will use the same OSPS platform to provide local and IXC operator services. Where appropriate, CLEC will utilize existing trunks to the AT&T TOPS platform that are currently used for existing IXC inward operator services.

2.8.2 Option 2 - CLEC Operator Switch

CLEC will identify a switch as the Designated Operator Switch (TTC) for its NPA-NXXs. AT&T will route CLEC's calls requiring inward operator assistance to this switch. This option requires a segregated one-way (with MF signaling) trunk group from AT&T's Access Tandem to the CLEC switch. CLEC calls requiring inward operator assistance will be routed to AT&T's operator over an IXC network.

3.0 Trunk Design Blocking Criteria

Trunk forecasting and servicing for the Section 251(b)(5), ISP-Bound Traffic and intraLATA toll trunk groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

<u>Trunk Group Type</u>	<u>Blocking Objective (Neal Wilkinson B.01M)</u>
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange Direct	1 %
IntraLATA Interexchange Tandem	0.5%
911	1 %
Operator Services (DA/DACC)	1 %
Operator Services (0+, 0-)	0.5%
Third Party	0.5%

Busy Line Verification/Emergency Interrupt 1%

4.0 Forecasting/Serviceing Responsibilities

4.1 CLEC agrees to provide an initial trunk forecast for establishing the initial trunk groups. AT&T shall review this forecast and if AT&T has any additional information that will change the forecast, AT&T shall provide this information to CLEC. Subsequent forecasts will be provided on a quarterly or semi-annual basis, at CLEC's election. Two of the quarterly forecasts, or one of the semi-annual forecasts, will be provided concurrent with the publication of the AT&T General Trunk Forecast. The forecast will include yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years and the use of Common Language Location Identifier (CLLI-MSG) which is described in Telcordia Technologies documents BR795-100-100 and BR795-400-100. Trunk servicing will be performed on a monthly basis at a minimum.

4.2 The Parties agree to review CLEC's trunk capacity in accordance with CLEC's forecasts, including quarterly forecasts, if so elected and submitted by CLEC.

4.3 Such forecasts shall include, subject to adjustments from time to time as circumstances require:

4.3.1 Yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection and InterLATA trunks, End Office Local Interconnection trunks and tandem subtending Local Interconnection end office equivalent trunk requirements) for a minimum of three (current and plus-1 and plus-2) years; and

4.3.2 A description of major network projects anticipated for the following six months. Major network projects include the introduction of a new switch, trunking or network rearrangements, orders greater than 4 DS1s or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.3.2.1 Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

4.4 CLEC shall be responsible for forecasting two-way trunk groups. AT&T shall be responsible for forecasting and servicing any one way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting and servicing any one way trunk groups terminating to AT&T, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used as described in TELCORDIA TECHNOLOGIES document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to by the Parties.

4.5 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

4.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

5.0 Trunk Servicing

5.1 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 and order control for the purpose of issuing ASR's on two-way trunk groups.

5.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. CLEC may send an ASR to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment and to meet end user demand. AT&T shall send a Trunk Group Service Request (TGSR) to CLEC to trigger

changes to the Local Interconnection Trunk Groups which exceed 65% capacity based on capacity assessment. If a direct final Third Party Trunk Group is at ninety percent (90%) utilization, a TGSR may be sent to CLEC. 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. The Party receiving a complete and accurate ASR will issue a Firm Order Confirmation (FOC) within five (5) business days and, if requested on the ASR, a Design Layout Record (DLR) to the ordering Party within the applicable timeframe(s) as specified by the appropriate regulatory body.

5.3 In a Blocking Situation

5.3.1 In a blocking situation, a TGSR will be issued by AT&T when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. CLEC, upon receipt and review of a TGSR, in a blocking situation, will issue an ASR to AT&T within three (3) business days after receipt of the TGSR. CLEC will note "Service Affecting" on the ASR.

5.4 Underutilization

5.4.1 Underutilization of interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

5.4.1.1 If a trunk group is under sixty-five percent (80%) 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 trunk group, which shall be left with not less than thirty-five percent (15%) excess capacity. In all cases grade of service objectives shall be maintained.

5.4.1.2 AT&T may send a TGSR to CLEC to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, CLEC will issue an ASR to AT&T within ten (10) business days after receipt of the TGSR, subject to the following sections.

5.4.1.3 Upon review of the TGSR, if CLEC does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

5.4.1.4 If AT&T does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within twenty (20) business day period, AT&T 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 will issue an ASR to resize the Interconnection trunks and facilities.

5.5 In all cases except a blocking situation, CLEC, upon receipt and review of a TGSR will issue a complete and accurate ASR to the other Party:

5.5.1 Within ten (10) business days after receipt and review of the TGSR; or

5.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The standard interval used for the provisioning process will be twenty (20) business days.

5.5.3 When either Party requests an expedited order, every effort will be made to accommodate the request.

- 5.6 Projects require the coordination and execution of multiple orders or related activities between and among AT&T and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, the introduction of a new switch or central offices, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 5.6.1 Orders that comprise a project, shall be jointly planned and coordinated.
- 5.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). AT&T will be responsible for engineering its network on its side of the POI.
- 5.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be 20 business days from receipt of a complete and accurate ASR. If one of the Parties is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Party will provide a requested revised service due date. If CLEC requests a service due date change which exceeds the 31 calendar days after the original due date, the ASR must be cancelled by the CLEC. Should the CLEC fail to cancel such an ASR, AT&T shall treat the ASR as if it were cancelled.
- 5.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.
- 5.10 In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Appendix due to end user demand, such Party may designate its ASR as an "Expedite" and the other Party shall use best efforts to issue its FOC and DLR and install service within the requested interval.
- 6.0 Servicing Objective/Data Exchange
- 6.1 Each Party agrees to service trunk groups in a timely manner to the Trunk Design Blocking Criteria as necessary to meet customer demand.
- 6.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements.
- 7.0 Installation, Maintenance, Testing and Repair
- 7.1 Where available and at the request of either Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks where it is currently deployed at the time of the request. 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.
- 7.2 AT&T will engineer all Local Interconnection Trunk Groups between AT&T and CLEC to a 6dB of digital pad configuration. Further, as of the date of the execution of this Agreement, AT&T and CLEC will cooperatively work to identify and convert all existing Local Interconnection Trunk Groups to a 6dB of digital pad configuration.
- 7.3 Each Party will provide to the other test-line numbers (i.e., switch milliwatt numbers) and access to test lines.
- 7.3.1 Each Party will cooperatively plan and implement coordinated testing and repair procedures, which may include industry standard 105 and 108 tests, for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

8.0 Network Management

8.1 Restrictive Controls

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 will immediately notify each other of any protective control action planned or executed.

8.2 Expansive Controls

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.

8.3 Mass Calling

CLEC and AT&T shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

9.0 Applicability of Other Rates, Terms and Conditions

9.1 This Appendix, and every Interconnection, service and network element provided thereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such Interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every Interconnection, service and network element provided hereunder.

10.0 TRANSIT TRAFFIC ROUTING

10.1 Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to CLEC's Interconnection Agreement(s) for Transit Trunk Groups or Third Party Trunk Groups will be utilized for the routing of Transit Traffic.

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties to obtain Interconnection. These include, but are not limited to: Mid-Span Fiber Meet Point (MSFMP); Virtual Collocation; SONET Based; Physical Collocation and leasing of AT&T facilities; leasing of facilities from a third party; CLEC self-build out or other mutually agreeable methods of obtaining Interconnection.

1.0 Mid-Span Fiber Meet Point (MSFMP)

Mid-Span Fiber Meet Point (MSFMP) between AT&T and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a AT&T tandem or end office. This meet will be on a Unidirectional Path Switched Ring (UPSR) software configuration. .

If MSFMP is the selected method for interconnection, MSFMP shall be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture for trunk groups used to carry Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic originating from an end user obtaining local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider or IntraLATA Toll Traffic originating from an end user obtaining local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic and IntraLATA Toll provider (hereinafter "Local Interconnection Trunk Groups").

1.1 There are two basic Mid-Span Fiber Meet Point (MSFMP) designs:

1.1.1 Design One: CLEC's fiber cable and AT&T's's fiber cable are connected at an economically and technically feasible point between the CLEC location and the last entrance manhole at the AT&T central office.

1.1.1.1 The Parties may agree to a location with access to an existing AT&T fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the AT&T building, even though the CLEC fiber may be physically terminated on a fiber termination panel inside of a AT&T building. In this instance, CLEC will not incur fiber termination charges and AT&T will be responsible for connecting the cable to the AT&T facility.

1.1.1.2 The Parties may agree to a location with access to an existing CLEC fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the AT&T fiber may be physically terminated on a fiber termination panel inside of an CLEC building. In this instance, AT&T will not incur fiber termination charges and CLEC will be responsible for connecting the cable to the CLEC facility.

1.1.1.3 If a suitable location with an existing fiber termination panel cannot be agreed upon, CLEC and AT&T shall mutually determine provision of a fiber termination panel housed in an outside, above ground cabinet placed at the physical meet point. Ownership and the cost of provisioning the panel will be negotiated between the two Parties.

1.1.1.4 Intentionally Left Blank

1.1.1.4.1 Intentionally Left Blank

1.1.1.4.2 Intentionally Left Blank

1.1.1.4.3 Intentionally Left Blank

- 1.1.2 Design Two: CLEC will provide fiber cable to the last entrance manhole at the AT&T tandem or end office switch with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for AT&T to pull the fiber cable to the AT&T cable vault for termination. In this case the POI shall be at the manhole location.
 - 1.1.2.1 Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither Party will be allowed to access the Data Communication Channel (DCC) of the other Party's FOT.
 - 1.1.2.2 The fiber connection point shall occur at the following location:
 - 1.1.2.2.1 A manhole outside of the AT&T central office. In this situation, CLEC will provide sufficient fiber optic cable for AT&T to pull the cable into the AT&T cable vault for termination. The POI will be at the manhole and AT&T will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.
- 1.2 The Parties will mutually agree upon the precise terms of each mid-span meet point facility. These terms will cover the technical details of the meet point as well as other network interconnection, provisioning and maintenance issues.
- 1.3 The CLEC location includes FOTs, multiplexing and fiber required to take the optical signal handoff from AT&T for interconnection trunking as outlined in Appendix ITR.
- 1.4 The AT&T tandem or end office switch includes all AT&T FOT, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for interconnection trunking as outlined in Appendix ITR. This location is AT&T's responsibility to provision and maintain.
- 1.5 In both designs, CLEC and AT&T will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain Local Interconnection Trunk Groups. 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 below. These methods will meet quality standards as mutually agreed to by CLEC and AT&T.
- 1.6 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 the Compensation 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 areas set forth in Pricing Appendix. 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.
- 2.0 Avoidance of Over-Provisioning
 - 2.1 Underutilization is the inefficient deployment and use of the network due to forecasting a need for more capacity than actual usage requires and results in unnecessary costs for SONET systems. To avoid over-provisioning, the Parties will agree to joint facility growth planning as detailed below.

3.0 Joint Facility Growth Planning

3.1 The initial fiber optic system deployed for each interconnection shall be the smallest standard available. For SONET this is an OC-3 system. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

3.2 Criteria:

3.2.1 Investment is to be minimized;

3.2.2 Facilities are to be deployed in a "just in time" fashion.

3.3 Processes:

3.3.1 Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 85% capacity.

3.3.2 Both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 85%, the growth planning process will be suspended and will not be reinitiated until an 85% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

3.3.3 If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process;

3.3.4 If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the appropriately sized system shall be deployed at the outset. If the forecast indicates volume sufficient to justify a system larger than OC-3, AT&T shall provide such a system. If the forecast does not justify installing a system larger than OC-3, another minimally sized system (such as on OC-3) should be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties shall negotiate placement of additional fibers.

3.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment.

3.3.6 The joint planning process/negotiations should be completed within two months of identification of 90% fill.

4.0 Virtual Collocation

4.1 Virtual Collocation - Attachment 13b - Collocation describes the terms and conditions for Interconnection via Collocation

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6.0 Physical Collocation

6.1 Physical Collocation - Attachment 13b - Collocation describes the terms and conditions for Interconnection via Collocation.

7.0 Leasing of AT&T's Facilities

7.1 CLEC's leasing of AT&T's facilities for purposes of Attachment 11: Network Interconnection Architecture will be subject to the terms of this Agreement or the mutual agreement of the Parties. AT&T offers leased entrance facilities at the applicable Access Tariff rates.

8.0 Leasing of Facilities From a Third Party or CLEC Self-Build Out

8.1 CLEC's leasing of facilities from a Third Party Carrier or self-build out for purposes of Attachment 11: Network Interconnection Architecture shall be at the discretion of CLEC.

ATTACHMENT 12: COMPENSATION

1.0 Introduction

AT&T agrees to comply with all Commission reciprocal compensation decisions regarding Internet service traffic subject to the final outcome of appeals of those decisions and the reciprocal compensation selected by the CLEC under this Agreement.

Both parties, however, reserve all rights to contest any order or decision requiring the payment of reciprocal compensation pursuant to regulatory or judicial approval. Nothing in this Attachment shall constitute an admission by AT&T that ISP-Bound Traffic (as defined in Section 1.2) is in fact Section 251(b)(5) Traffic (as defined below) subject to reciprocal compensation under the 1996 Federal Telecommunications Act. AT&T will make available to a CLEC that is similarly situated to another ILEC or CLEC (i.e., similar traffic types and the same geographic areas as defined by rate centers) each compensation arrangement for serving customers in optional or mandatory, one way or two way EAS, including ELCS, area serviced by such ILEC or CLEC similar to the corresponding arrangement that SBC has with that ILEC or CLEC for serving those customers, provided the CLEC adopts the agreement containing the compensation arrangement in its entirety, taking all rates, terms, and conditions from the adopted agreement. For purposes of this Agreement, Section 251(b)(5) Traffic shall mean all Local Traffic (as defined in Section 1.2) and any other traffic in which the Parties must pay each other reciprocal compensation for the transport and termination of telecommunications under this Agreement (excluding any ISP-Bound Traffic).

- 1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and AT&T will be classified as either Section 251(b)(5) Traffic (including Local Traffic), Transit Traffic,, IntraLATA Interexchange Traffic, ISP-bound Traffic, Meet Point Billing, FX Traffic (Virtual, Dedicated and FX-type).. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users. The provisions of this Attachment apply to calls originated over the originating carrier's facilities. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale service.
- 1.2 Calls originated by CLEC's end users and terminated to AT&T's end users (or vice versa) will be classified as "Local Traffic" under this Agreement and subject to reciprocal compensation if the call: (i) originates and terminates to such end-users in the same AT&T exchange area; or (ii) originates and terminates to such end-users within different Exchanges, or within a SBC exchange and an independent ILEC exchange that share a common mandatory local calling area, as defined in AT&T's tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes. For the purpose of reciprocal compensation, a call to an Internet Service Provider is classified as "Local Traffic" if it meets either requirement in (i) or (ii). Calls originated by AT&T's end users and terminated to an ISP served by a CLEC (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with 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") if the call (i) originates from end users and terminates to an ISP in the same AT&T exchange area; or (ii) originates from end users and terminates to an ISP within different AT&T Exchanges or within a SBC exchange and an independent ILEC exchange that share common mandatory local calling area, as defined in AT&T's tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes.

- 1.3 To the extent that FX-type traffic does not originate from and terminate to an end user within a mandatory local calling scope, they are not eligible for reciprocal compensation. CLECs are not precluded from establishing their own local calling areas or prices for purpose of retail telephone service offerings.
- 1.3.1 The transport and termination compensation for Virtual FX, Dedicated FX, and FX-type Traffic will be "Bill and Keep."
- 1.3.1.1 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. 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. There are two types of FX service:
- 1.3.1.1.1 "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.
- 1.3.1.1.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls originated by or 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.
- 1.3.2 "FX Telephone Numbers" (also known as "NPA-NXX" codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. 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).
- 1.3.3 The Terminating Carrier shall be responsible for not billing any minutes of use on its network that are "Virtual FX Traffic," "FX-type Traffic," or "Dedicated FX Service" as defined herein. To the extent minutes of use are nevertheless billed and paid by the originating carrier, but later found to be Virtual FX, Dedicated FX, or FX-type Traffic that should have been subject to Bill and Keep, the terminating carrier will be responsible for reimbursing the originating carrier the amount of compensation paid, plus interest at the interest rate defined in the General Terms and Conditions of this Agreement.

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- 1.3.5 FX traffic shall be segregated and tracked using the Percentage of FX Usage (PFX) method.
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- 1.4.1 Rates, terms and conditions for compensation for Section 251(b)(5) Traffic contained below in Section 3.0 and the FCC's interim ISP terminating compensation rate plan for ISP Bound Traffic as contained below in Section 1.5; or
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- 1.4.3 Intentionally Left Blank.
- 1.5 Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
 - 1.5.1 The CLEC may elect to take the rates, terms, and conditions for Section 251(b)(5) Traffic contained in the pricing appendix and the rates, terms and conditions for ISP-Bound Traffic in the pricing appendix which are based on the FCC ISP Compensation Order. AT&T- made an offer (the "Offer") to all Telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic 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).
 - 1.5.1.1 AT&T and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by AT&T 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 Attachment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.
 - 1.5.1.2 Should a regulatory agency, court or legislature change or nullify the AT&T'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, CLEC and CMRS carriers in the state where traffic is exchanged as local calls within the meaning of this Attachment.
 - 1.5.2 Intercarrier Compensation Rate for ISP-Bound Traffic:
 - 1.5.2.1 The Parties agree to compensate each other for ISP-Bound Traffic on a minute of use basis at \$.0007 per minute of use.

1.5.2.2 Payment of Reciprocal 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. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, CPN, call transport, and switch usage recordation.

1.5.3 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and AT&T agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound traffic exchanged between CLEC and AT&T exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 1.5. Either Party has the right to rebut the 3:1 ISP 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, CLEC and AT&T will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 1.5.2.1 for traffic above the ratio) 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.

1.5.4 For purposes of this Section 1.5.4 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 15.0 below. The Party that transports and terminates more "Billable Traffic" ("Out-of-Balance Carrier") will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the FCC interim ISP terminating compensation rate set forth in Section 1.5.2.1 above. The Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement and the FCC's interim ISP terminating compensation plan.

1.5.5 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 in which the originating End User of one Party and the ISP served by the other Party are:

1.5.5.1 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

1.5.5.2 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 EAS, mandatory ELCS or other types of mandatory expanded local calling scopes.

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- 2.0 Responsibilities of the Parties
- 2.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 2.2 For all traffic including, without limitation, Interexchange Circuit-Switched Traffic, IP Traffic and wireless traffic, each Party shall provide calling party number as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 2.5 and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information that accurately reflects the physical location of the end user that originated, and/or dialed the call, when including such information is technically feasible. Each party shall use commercially reasonable efforts to prohibit the use of its local exchange services (including, but not limited to, PRI, ISDN and/or Smart Trunks) that such party sells to others to be used for the purpose of delivering Interexchange Traffic.
- 2.3 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used with Multi-Frequency (MF) signaling, and Automatic Number Identification (ANI) will be sent either from the originating Party's end office switch to the terminating Party's tandem or end office switch.
- 2.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 2.5 For traffic which is delivered by AT&T or CLEC to be terminated on the other Party's network, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the MOUs of calls exchanged with CPN. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed as Intrastate IntraLATA Toll Traffic
- 2.5.1 Each Party will report to the other Percent Interstate Usage (PIU), Percent Local Usage (PLU) and Percent Local Facility (PLF) factors in order to determine the appropriate charges to be billed to the originating Party in accordance with this attachment.
- 2.6 Jurisdictional Reporting
- 2.6.1 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.
- 2.6.2 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.

- 2.6.3 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 AT&T'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 CLEC. 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.
- 2.6.4 Notwithstanding the provisions in Sections 2.6.1, 2.6.2, and 2.6.3 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 CLEC. In the event that AT&T opts to utilize its own data to determine jurisdictional reporting factors, AT&T shall notify CLEC at least fifteen (15) days prior to the beginning of the calendar quarter in which AT&T will begin to utilize its own data.
- 2.6.5 On thirty (30) calendar days written Notice, CLEC must provide AT&T the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CLEC 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 CLEC. 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, CLEC is found to have overstated the PLF, PLU and/or PIU by five percentage points (5%) or more, CLEC shall reimburse AT&T for the cost of the audit.

3.0 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic

3.1 In accordance with Section 1.5 of this Attachment, the compensation set forth below will apply to all Section 251(b)(5) Traffic as defined in Section 1.0 of this Attachment.

3.2 Applicability of Rates:

3.2.1 The rates found in the pricing appendix, terms, and conditions in this Section 3.0 apply only to the termination Section 251(b)(5) Traffic except as explicitly noted.

3.2.2 The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic on a minute of use (MOU) basis and a Per Message basis.

3.3 Rate Elements:

3.3.1 Tandem Switching - compensation for the use of tandem switching functions.

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3.3.3 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

a.) Common Transport Termination

b.) Common Transport Facility

3.3.4 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission. It consists of a call set-up rate element and a duration rate element

4.0 MULTIPLE TANDEM ACCESS (MTA) INTERCONNECTION RATE

4.1 Compensation for MTA shall be at the applicable Tandem Switching and transport charges specified in the Pricing Schedule and shall be billed in addition to any call transport and termination charges.

4.2 To the extent CLEC routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, CLEC shall pay AT&T the associated MTA charges

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6.0 Transit Traffic Compensation

6.1 AT&T will provide CLEC with AT&T's Transit Service to deliver Local, Optional EAS and intraLATA toll traffic to all Third Party Carriers with whom AT&T is interconnected. AT&T's Transit Service is a service provided to carriers, that are interconnected with AT&T, for the transmission of Section 251(b)(5) Traffic, ISP-Bound Traffic, (collectively "Local Transit Traffic"), and/or IntraLATA Interexchange Traffic ("intraLATA Toll Transit Traffic") as defined in Sections 6.2, 6.2.1, 6.2.2, and 6.2.3 below. At no time shall either party provide transit service to an Interexchange Carrier (IXC) or any other Third Party Carrier for the purposes of avoiding paying appropriate access charges.

6.2 For the purposes of this Agreement, Transit Traffic is defined as traffic between CLEC's end users and a Third Party Carrier's end user (e.g. Competitive Local Exchange Carriers, Incumbent Local Exchange Carriers, or Commercial Mobile Radio Service providers) that is routed utilizing an AT&T tandem switch where an AT&T end user is neither the originating nor the terminating party.

6.2.1 Local Transit Traffic is defined as Transit Traffic between CLEC's local end users and the local end users of a Third Party Carrier originated and terminated within the same mandatory local calling area.

6.2.1.1 The AT&T Transit Service for local traffic shall be billed in accordance with the Pricing Schedule.

- 6.2.2 IntraLATA Toll Transit Traffic is defined as Transit Traffic between CLEC's end users and the end users of a Third Party Carrier originated in one mandatory local calling area and terminated in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Switched Access rates found in the applicable AT&T Intrastate Switched Access Tariff shall apply for intraLATA Toll Transit Traffic.
- 6.2.2.1 CLEC shall establish direct interconnection to third parties as detailed in Attachment ITR.
- 6.2.3 Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between <<customer_short_name>> 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.
- 6.3 When CLEC utilizes AT&T's Transit Service, CLEC shall indemnify AT&T against any and all charges levied by a Third Party Carrier upon AT&T, including any termination charges related to such traffic as well as any attorneys fees and expenses. AT&T shall not be required to function as a billing intermediary, (e.g. clearinghouse) when AT&T's Transit Service is provided.
- 6.4 When a Third Party Carrier originates Local, or intraLATA toll traffic to be transited by AT&T to CLEC SBC agrees to pass the originating CPN information to the terminating Party when the Third Party Carrier provides such information and/or the Originating Carrier Information (OCN) identifying the carrier AT&T immediately receives traffic from when such information is available.
- 6.5 CLEC shall not bill AT&T for terminating any traffic that is originated by a Third Party Carrier whether that traffic or carrier is identified or unidentified, (i.e. whether CPN is sent or is not sent by the Third Party Carrier or the OCN is or is not available) even though AT&T is acting as the transit service provider.
- 6.6 The Parties agree to seek terminating compensation directly from the Third Party Carrier that is originating traffic, not from the Party providing the transit service.
- 7.0 Non-Local Call Termination
- 7.1 The Parties recognize and agree that ISP and Internet traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in section 1.4 above not apply, including but not limited to ISP calls that fit the definitions of:
- Transit Traffic
 - FX Traffic
 - IntraLATA Interexchange Traffic
 - InterLATA Interexchange Traffic
 - 800, 888, 877, ("8YY") Traffic
 - Feature Group A Traffic
 - Feature Group D Traffic
- 7.2 The Parties agree that, for the purposes of this Attachment, 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 ISP calls are placed, the Parties agree that the requirements of Section 1.4 above do not apply, and that the Agreement's rates, terms and conditions for Transit Traffic, "8YY" Traffic, Feature Group A Traffic, Feature Group D Traffic, FX Traffic IntraLATA and/or InterLATA Traffic, whichever is applicable, shall apply.

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- 10.0 Compensation for Termination of IntraLATA Interexchange Toll Traffic
- 10.1 IntraLATA Interexchange traffic, not considered Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, Meet Point Billing Traffic, FX Traffic (Virtual, Dedicated and FX-type), FGA Traffic, or Cellular Traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 15.
- 10.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff.
- 10.3 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff.
- 11.0 Compensation for Origination and Termination of Switched Access Service Traffic to or from an Interexchange Carrier (IXC) (Meet-Point Billing (MPB) Arrangements)
- 11.1 Meet Point Billing Traffic compensation for origination or termination of intercompany Meet Point Billing traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.
- 11.2 For exchange access IXC traffic via AT&T's access tandem switch the CLEC will establish MPB arrangements in order to provide Switched Access Services to Interexchange Carriers, in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB will be determined during joint network planning.
- 11.3 Initially, billing to Interexchange carriers for the Switched Access Services jointly provided by the parties via the MPB arrangement will 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 tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. 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 jointly handled by the parties via the MPB arrangement when the Parties do not have all detailed recordings for billing the IXC. The Parties agree that AT&T will bill IXCs for originating and terminating access charges from its recordings. AT&T will pass the information to CLEC in Exchange Message Interface (EMI) format or via a mutually acceptable electronic file transfer protocol. Where the Exchange Message Interface (EMI) records cannot be transferred due to transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate meet point billing will be on a reciprocal, no charge basis. AT&T agrees to provide CLEC with AURs based upon mutually agreed upon intervals when AT&T acts as 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.

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15.0 Billing Arrangements for Termination of Section 251(b)(5), ISP-Bound, and Transit Traffic

15.1 In AT&T 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 Transit Traffic. These terminating recordings are the basis for each Party to generate bills to the other Party. If CLEC does not have the technical ability to correctly generate bills from terminating recordings, the terminating carrier shall use any method agreed upon between the Parties.

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15.3 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.

15.4 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.

16.0 IntraLATA Toll Traffic Compensation

16.1 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 AT&T's tariff in whose exchange area the End User is located.

16.2 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's tariff in whose exchange area the End User is located.

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19.0 PRIMARY TOLL CARRIER ARRANGEMENTS:

19.1 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. The PTC would also pay the terminating switched access charges on behalf of the ILEC. In AT&T KENTUCKY wherein Primary Toll Carrier arrangements are mandated, and AT&T KENTUCKY 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:

19.2 AT&T KENTUCKY 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. Where AT&T KENTUCKY is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the minutes of use terminating to CLEC. AT&T KENTUCKY and CLEC will work cooperatively to develop a percentage of the amount of state specific PTC ILEC originated intraLATA toll minutes of use that are within the state specific total ILEC originated minutes of use reflected in the monthly EMI 11-01-01 Records provided to CLEC by AT&T KENTUCKY. CLEC will apply this state specific percentage against the state specific total ILEC originated EMI 11-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which AT&T KENTUCKY will compensate CLEC. Such percentage will be updated no more than twice each year. AT&T KENTUCKY will compensate CLEC for this PTC traffic as it would for AT&T originated traffic as set forth in CLEC's Interconnection Agreement with AT&T.

19.3 AT&T KENTUCKY shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to the Third Party ILEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T KENTUCKY for the use of its facilities at the rates set forth in AT&T's intrastate access service tariff in the respective state. CLEC shall pay the ILEC directly for the termination of such traffic originated from CLEC.

20.0 SWITCHED ACCESS TRAFFIC

20.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) 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'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 not to exceed AT&T's access tariff rates; 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:

- 20.2 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,
- 20.3 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;
- 20.4 Switched Access Traffic delivered to AT&T from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or
- 20.5 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.
- 20.6 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).
- 20.7 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described in Section 20.5 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, and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, 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 0 above from the Local Interconnection Trunk Groups within sixty (60) calendar 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 CLEC delivering such traffic to the extent it is not blocked

ATTACHMENT 13: ANCILLARY FUNCTIONS

1.0 INTRODUCTION

1.1 This Attachment 13: Ancillary Functions, and its Appendices set forth the Ancillary Functions that AT&T agrees to offer to CLECs under this Agreement, and the requirements associated therewith. AT&T will offer these Ancillary Functions to CLECs on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

2.0 COLLOCATION

2.1 Certain provisions applicable to the Parties' rights and obligations pertaining to physical collocation are set forth in Appendix Collocation, attached hereto.

3.0 RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

3.1 The provisions concerning CLEC's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by AT&T are set forth in Appendix Poles, Conduits, and Rights-Of-Way, attached hereto.

APPENDIX COLLOCATION - INTRODUCTION

1. AT&T will provide caged, shared caged, common caged, cageless, and other Physical collocation arrangements within its Eligible Structures, and where space is Legitimately Exhausted inside an Eligible Structure, AT&T will provide adjacent space for on-site collocation, and interconnection facilities to access unbundled network elements through adjacent off-site collocation, for physical collocation as set forth in Appendix 13b1 Appendix Collocation attached hereto and incorporated herein by reference.
2. In addition, in AT&T's Central Offices and, at AT&T's other eligible structures (e.g., CEVs, huts and cabinets) where physical collocation space is available, AT&T will provide Virtual collocation wherein AT&T maintains and repairs the collocation equipment consistent with the terms of the 13b1 Appendix Collocation, or Virtual collocation wherein CLEC maintains and repairs the virtually collocated equipment consistent with the term of the 13b1 Appendix Collocation that is attached hereto and incorporated herein by reference.
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5. COLLOCATION PRICE QUOTES
 - 5.1 Each AT&T price quote, except for ICB quotes, for a collocation arrangement must include, for every individual price component, the applicable USOC, non-recurring charge(s) and monthly recurring charge(s).
6. RESERVATION OF RIGHTS/INTERVENING LAW
 - 6.1 The Parties acknowledge and agree that the intervening law language set forth in the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.

APPENDIX 13b
AT&T COLLOCATION

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AT&T COLLOCATION

1. Scope of Appendix

1.1 AT&T Premises

1.1.1 The rates, terms and conditions contained within this Appendix shall only apply when CLEC is physically collocated as a sole occupant or as a Host within an AT&T Premises pursuant to this Appendix. AT&T Premises, as defined in this Appendix includes AT&T Central Offices, and Remote Terminals (hereinafter "AT&T Premises"). This Appendix is applicable to AT&T Premises owned or leased by AT&T. Where not specified, the language in this Appendix 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 Appendix. Additionally, where AT&T notifies CLEC 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 CLEC's request, AT&T will use commercially reasonable efforts to obtain the owner's consent and to otherwise secure such rights for CLEC. CLEC agrees to reimburse AT&T for all costs incurred by AT&T in obtaining such rights for CLEC. 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 Appendix and AT&T, is unable to secure such access and use rights for CLEC, CLEC shall be responsible for obtaining such permission to access and use such property. AT&T shall cooperate with CLEC in obtaining such permission.

1.2 Right to Occupy

1.2.1 AT&T shall offer to CLEC 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 Appendix, where space is available and it is technically feasible, AT&T will allow CLEC 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 CLEC 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 Appendix.

1.2.2.1 In all states other than Florida, the size specified by CLEC may contemplate a request for space sufficient to accommodate CLEC's growth within a twenty-four (24) month period.

1.2.2.2 In the state of Florida, the size specified by CLEC may contemplate a request for space sufficient to accommodate CLEC's growth within an eighteen (18) month period.

1.3 Space Allocation. AT&T shall assign CLEC 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 CLEC'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 CLEC's cost or materially delay CLEC's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service CLEC 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 CLEC 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) CLEC has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with CLEC's sale of all or substantially all, of the in-place collocation equipment to the same CLEC.

1.4.2 The responsibilities of CLEC 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 CLEC.

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.

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. CLEC 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 CLEC cannot demonstrate that CLEC 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 CLEC requesting that CLEC release non-utilized Collocation Space to AT&T, when one hundred percent (100%) of the Collocation Space in CLEC's collocation arrangement is not being utilized.

1.5.3 Within twenty (20) days of receipt of written notification from AT&T, CLEC shall either: (1) return the non-utilized Collocation Space to AT&T in which case CLEC 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 CLEC accepted the Collocation Space (Acceptance Date) from AT&T. For Florida, CLEC 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 CLEC's refusal to return requested Collocation Space should be resolved by AT&T and CLEC pursuant to the dispute

resolution language contained in the General Terms and Conditions.

- 1.6 Use of Space. CLEC 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 CLEC 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 CLEC's employees or certified suppliers.
- 1.7 Rates and Charges. CLEC agrees to pay the rates and charges identified in Pricing Schedule.
- 1.8 Due Dates. If any due date contained in this Appendix 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 Appendix, 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 CLEC and at CLEC'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 CLEC.
- 2.1.1 The request from CLEC 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 CLEC 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 CLEC 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 CLEC, up to a maximum of thirty (30) wire centers per CLEC request per month per state. AT&T will bill the nonrecurring charge pursuant to the rates in the Pricing Schedule at the time AT&T sends the CD.

3 Collocation Options

3.1 Cageless Collocation. AT&T shall allow CLEC to collocate CLEC's equipment and facilities without requiring the construction of a cage or similar structure. AT&T shall allow CLEC to have direct access to CLEC'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 CLEC'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, CLEC 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 CLEC's option and expense, CLEC 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, CLEC and CLEC's AT&T Certified Supplier must comply with the more stringent local building code requirements. CLEC'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 CLEC's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for CLEC's AT&T Certified Supplier to obtain all necessary permits and/or other licenses. CLEC's AT&T Certified Supplier shall bill CLEC directly for all work performed for CLEC. AT&T shall have no liability for, nor responsibility to pay, such charges imposed by CLEC's AT&T Certified Supplier. CLEC 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 CLEC's locked enclosure prior to notifying CLEC at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to CLEC's Collocation Space is required. Upon request, AT&T shall construct the enclosure for CLEC.

3.2.2 In the event CLEC's AT&T Certified Supplier will construct the collocation arrangement enclosure, AT&T may elect to review CLEC'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 CLEC of its desire to conduct this review in AT&T's Application Response, as defined herein, to CLEC's Initial Application. If CLEC's Initial Application does not indicate its desire to construct its own enclosure and CLEC subsequently decides to construct its own enclosure prior to AT&T's Application Response, then CLEC will resubmit its Initial Application, indicating its desire to construct its own enclosure. If CLEC subsequently decides construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by AT&T, CLEC will submit a Subsequent Application, as defined in Section 6.2 below. If AT&T elects to review CLEC's plans and specifications, then AT&T will provide notification to CLEC 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 CLEC's plans and specifications. Regardless of whether or not AT&T elects to review CLEC'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 CLEC'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 CLEC's written notification that the enclosure has been completed. Within seven (7) days after AT&T has completed its inspection of CLEC's caged Collocation Space, AT&T shall require CLEC, at CLEC's expense, to remove or correct any structure that does not meet CLEC's plans and specifications or AT&T's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

3.3.1 CLEC may allow other telecommunications carriers to share CLEC's caged Collocation Space, pursuant to the terms and conditions agreed to by CLEC (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 CLEC. AT&T shall be notified in writing by CLEC 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 CLEC that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Appendix between AT&T and CLEC. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between AT&T and CLEC.

3.3.2 CLEC, 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 Appendix and for the purposes of ensuring that the safety and security requirements of this Appendix are fully complied with by the Guest(s), its employees and agents. AT&T shall provide CLEC 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, CLEC shall be the responsible Party to AT&T for the purpose of submitting applications for initial and additional 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 the Pricing Schedule, 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 CLEC 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 CLEC'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 CLEC or CLEC's AT&T Certified Supplier and must be in conformance with the provisions of AT&T's design and construction

specifications. Further, CLEC shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Appendix.

- 3.4.2 If CLEC requests Adjacent Collocation, pursuant to the conditions stated in Section 3.4 above, CLEC 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, CLEC and CLEC's AT&T Certified Supplier shall comply with the more stringent local building code requirements. CLEC's AT&T Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. CLEC's AT&T Certified Supplier shall bill CLEC directly for all work performed for CLEC to comply with this Appendix. AT&T shall have no liability for, nor responsibility to pay such charges imposed by CLEC's AT&T Certified Supplier. CLEC 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 CLEC's locked enclosure prior to notifying CLEC 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 CLEC must submit its Adjacent Arrangement construction plans and specifications to AT&T when it places its Firm Order. AT&T shall review CLEC's plans and specifications prior to the construction of an Adjacent Arrangement to ensure CLEC'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 CLEC 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 CLEC'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 CLEC's written notification that the Adjacent Arrangement has been completed. Within seven (7) days after AT&T has completed its inspection of CLEC's Adjacent Arrangement, AT&T shall require CLEC, at CLEC'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 CLEC 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 CLEC'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 CLEC'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. CLEC 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. CLEC's AT&T Certified Supplier shall be responsible, at CLEC'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 CLEC to directly interconnect between its own physical/virtual Collocation Spaces within the same AT&T Premises (Direct Connect). CLEC shall contract with an AT&T Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by CLEC. 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 CLEC to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where CLEC's physical/virtual Collocation Spaces are contiguous in the central office, CLEC will have the option of using CLEC'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. CLEC 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. CLEC 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. CLEC is solely responsible for ensuring the integrity of the signal.

3.5.2 To place an order for a Direct Connect, CLEC 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 the Pricing Schedule, 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 CLEC.

3.6 Co-Carrier Cross Connect (CCXC)

3.6.1 A CCXC is a cross connection between CLEC and another collocated telecommunications carrier, other than AT&T, in the same AT&T Premises. Where technically feasible, AT&T will permit CLEC 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 CLEC upon CLEC's request for the CCXC. CLEC is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.2 CLEC must contract with an AT&T Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by CLEC. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. CLEC 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 CLEC to provision the CCXC to the other collocated telecommunications carrier. In those instances where CLEC's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, CLEC 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. CLEC 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. CLEC shall not provision CCXC on any AT&T distribution frame, POT Bay, DSX panel

or LGX panel. CLEC is solely responsible for ensuring the integrity of the signal.

- 3.6.3 To place an order for a CCXC, CLEC 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 the Pricing Schedule, 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 CLEC.

4 **Occupancy**

- 4.1 Space Ready Notification. AT&T will notify CLEC in writing when the Collocation Space is ready for occupancy (Space Ready Date).

- 4.2 Acceptance Walkthrough. CLEC 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 CLEC'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 CLEC completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of CLEC's acceptance of the Collocation Space (Space Acceptance Date). In the event CLEC 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 CLEC on the Space Ready Date and billing will commence from that date.

- 4.3 Early Space Acceptance. If CLEC decides to occupy the Collocation Space prior to the Space Ready Date, the date CLEC 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. CLEC shall notify AT&T in writing that its collocation equipment installation is complete. CLEC's collocation equipment installation is complete when CLEC's equipment is connected to AT&T's network for the purpose of provisioning Telecommunication Services to CLEC's customers. AT&T may refuse to accept any orders for cross-connects until it has received such notice from CLEC.

- 4.5 Termination of Occupancy.

- 4.5.1 In addition to any other provisions addressing termination of occupancy in this Agreement, CLEC 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 CLEC and AT&T conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that CLEC 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 CLEC jointly conduct an inspection, confirming that CLEC 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

the Pricing Schedule.

- 4.5.2 Upon termination of occupancy, CLEC, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by CLEC from the Collocation Space. CLEC 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 CLEC's Guest(s), unless CLEC'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 CLEC's Termination Date.
- 4.5.3 CLEC shall continue the payment of all monthly recurring charges to AT&T until the date CLEC, and if applicable CLEC's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by AT&T. If CLEC or CLEC'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 CLEC or CLEC's Guest(s), in any manner that AT&T deems fit, at CLEC's expense and with no liability whatsoever for CLEC's property or CLEC's Guest(s) property.
- 4.5.4 Upon termination of CLEC's right to occupy specific Collocation Space, the Collocation Space will revert back to AT&T's central office space inventory. CLEC shall surrender the Collocation Space to AT&T in the same condition as when it was first occupied by CLEC, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. CLEC'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. CLEC shall be responsible for the cost of removing any CLEC 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 FCC rules relating to denial of collocation equipment based on CLEC's failure to comply with this Section.
- 5.1.3.1 To the extent CLEC wishes to place equipment in its collocation that does not meet the standards set forth in 5.1.3, CLEC 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 CLEC 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. CLEC 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 CLEC, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event CLEC submits an application for terminations that will exceed the total capacity of the collocated equipment, CLEC 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, CLEC 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. CLEC 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. CLEC shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of CLEC's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for AT&T to properly identify CLEC'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 CLEC may elect to place CLEC-owned or CLEC 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, CLEC will provide and

place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. CLEC 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 CLEC's equipment in CLEC's Collocation Space. In the event CLEC utilizes a non-metallic, riser-type entrance facility, a splice will not be required. For Remote Terminals CLEC 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. CLEC must contact AT&T for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. CLEC 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 the Pricing Schedule upon receipt of CLEC's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in the Pricing Schedule.

- 5.6.2 Central Office Microwave Transmission Facilities. At CLEC'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 CLEC to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where CLEC demonstrates a necessity and entrance capacity is not at or near exhaust in a particular AT&T Premises in which CLEC's Collocation Space is located. In Florida, CLEC 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 CLEC for dual entrance facilities to its physical Collocation Space, AT&T shall provide CLEC 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 CLEC'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 CLEC in the Application Response.
- 5.8 Shared Use
- 5.8.1 CLEC may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to CLEC'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. CLEC 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 CLEC-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If CLEC 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 CLEC authorizing

AT&T to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on CLEC's entrance facility.

5.9 Demarcation Point

5.9.1 In Tennessee, if CLEC 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 Appendix.

5.9.2 AT&T will designate the point(s) of demarcation between CLEC'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. CLEC shall be responsible for providing the common block and cabling and CLEC'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. CLEC shall be responsible for providing, and CLEC'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 CLEC 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. CLEC, or if required by this Appendix, CLEC'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 CLEC, 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. CLEC 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 CLEC's Collocation Space. AT&T retains the right to access CLEC'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 CLEC at least forty-eight (48) hours before access to CLEC's Collocation Space is required. CLEC may elect to be present whenever AT&T performs work in the CLEC's Collocation Space. The Parties agree that CLEC 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 CLEC 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 CLEC's Access

5.12.1 Pursuant to Section 12 below, CLEC shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC 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 CLEC or CLEC's Guest(s) with CLEC'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 CLEC and returned to AT&T Access Management within fifteen (15) days of CLEC'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 the Pricing Schedule. Access Devices may not be duplicated under any circumstances. CLEC agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of CLEC's employees, suppliers, agents or Guests after termination of the employment relationship, the contractual obligation with CLEC ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific AT&T Premises. CLEC shall pay all applicable charges associated with lost or stolen Access Devices.

- 5.12.2 CLEC 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 CLEC desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, CLEC 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 CLEC desires access to its designated Collocation Space after the first accompanied free visit and CLEC's access request form(s) has not been approved by AT&T or CLEC has not yet submitted an access request form to AT&T, CLEC shall be permitted to access the Collocation Space accompanied by an AT&T security escort, at CLEC's expense, which will be assessed pursuant to the Security Escort fees contained in the Pricing Schedule. CLEC must request that escorted access be provided by AT&T to CLEC'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 CLEC or its approved agent or supplier requires access to the entrance manhole.
- 5.13 Lost or Stolen Access Devices. CLEC 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 CLEC's employees, suppliers, agents or Guest(s) to return an Access Device(s), CLEC 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 Appendix, CLEC 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 CLEC violates the provisions of this paragraph, AT&T shall provide written notice to CLEC, which shall direct CLEC to cure the violation within forty-eight (48) hours of CLEC'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 CLEC 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 CLEC's equipment and/or facilities. AT&T will endeavor, but is not required, to provide notice to CLEC prior to the taking of such action and AT&T shall have no liability to CLEC 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 CLEC 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 CLEC 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 CLEC is significantly degrading the performance of other advanced services or traditional voice band services, CLEC 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 CLEC 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 CLEC at any time. Any damage caused to the Collocation Space by CLEC's employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by CLEC at its sole expense. If CLEC decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by AT&T and CLEC's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, AT&T will bill CLEC the Administrative Only Application Fee associated with the type of removal activity performed by CLEC, as set forth in the Pricing Schedule. This nonrecurring fee will be billed on the date that AT&T provides an Application Response to CLEC.
- 5.16 Alterations. Under no condition shall CLEC or any person acting on behalf of CLEC 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 CLEC. 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 CLEC with an Application Response.

5.17 Central Office Janitorial Service. CLEC shall be responsible for the general upkeep of its Collocation Space. CLEC 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. CLEC shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. CLEC shall be responsible for removing any of CLEC'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 CLEC's or CLEC's Guest's(s') initial equipment placement, CLEC 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 the Pricing Schedule, will apply to each Initial Application submitted by CLEC for Central Office or Remote Site Collocation, as applicable, and will be billed by AT&T on the date AT&T provides CLEC 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 CLEC or CLEC's Guest(s) desires to modify its use of the Collocation Space in a Central Office after a BFFO, CLEC 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 CLEC 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 CLEC 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 the Pricing Schedule. 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 CLEC's collocation arrangement), and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when CLEC 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 CLEC submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that AT&T is currently providing to CLEC'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 the Pricing Schedule. The appropriate nonrecurring application fee will be billed on the date that AT&T provides CLEC with an Application Response.

- 6.3 Space Preferences. If CLEC has previously requested and received a Space Availability Report for the AT&T Premises, CLEC 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 CLEC's space preference(s), CLEC 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 CLEC 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 CLEC'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 CLEC 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 CLEC or space that is configured differently, no application fee will apply. If CLEC decides to accept the available space, CLEC must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When CLEC resubmits its application to accept the available space, AT&T will bill CLEC the appropriate application fee.
- 6.5 Denial of Application. If AT&T notifies CLEC that no space is available (Denial of Application), AT&T will not assess an application fee to CLEC. After notifying CLEC that AT&T has no available space in the requested AT&T Premises, AT&T will allow CLEC, 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 CLEC 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, CLEC 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 CLEC has originally requested caged Collocation Space and cageless Collocation Space becomes available, CLEC may refuse such space and notify AT&T in writing, within the thirty (30) day timeframe referenced above, that CLEC wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.
- 6.7.4 CLEC 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 CLEC 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 CLEC from the waiting list. Upon request, AT&T will advise CLEC as to its position on the waiting list for a particular AT&T Premises.
- 6.8 Public Notification. AT&T will maintain on its Wholesale – Southeast Region 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 Wholesale – Southeast Region 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 CLEC 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 CLEC 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 CLEC 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 CLEC 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 CLEC 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 CLEC 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 CLEC's Bona Fide application or CLEC'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 CLEC's BFFO. AT&T will acknowledge the receipt of CLEC's BFFO within seven (7) days of receipt, so that CLEC 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 CLEC. If additional space has been requested by CLEC, 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 CLEC 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 CLEC adds equipment, that was originally included on CLEC'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 CLEC, when CLEC 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 CLEC. AT&T will assess the appropriate nonrecurring application fee set forth in the Pricing Schedule on the date that it provides an Application Response to CLEC.

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 DSOs (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 CLEC 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 CLEC 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 CLEC 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 CLEC and AT&T. If CLEC 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 CLEC's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in the Pricing Schedule. If CLEC requests multiple items from different Augment categories, AT&T will bill CLEC the Augment application fee, as identified in the Pricing Schedule, associated with the higher Augment category only. The appropriate application fee will be assessed to CLEC at the time AT&T provides CLEC with the Application Response. CLEC 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 the Pricing Schedule.

- 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 CLEC 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 CLEC prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those AT&T Premises in which CLEC has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by AT&T. AT&T cannot provide CFAs to CLEC prior to the Provisioning Interval for those AT&T Premises in which CLEC has physical Collocation Space with a POT bay provided by CLEC or virtual Collocation Space, until CLEC has provided AT&T with the following information:
- 7.4.1.1 For physical Central Office Collocation Space with a CLEC-provided POT bay, CLEC 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, CLEC shall provide AT&T with a complete layout of CLEC'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 CLEC'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 CLEC. 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 CLEC a nonrecurring charge, as set forth in the Pricing Schedule, each time CLEC requests a resend of its original CFA information for any reason other than an AT&T error in the CFAs initially provided to CLEC.
- 7.5 Use of AT&T Certified Supplier. CLEC shall select a supplier which has been approved as an AT&T Certified Supplier to perform all engineering and installation work. CLEC, if an AT&T Certified Supplier or CLEC'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, CLEC 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 CLEC with a list of AT&T Certified Suppliers, upon request. CLEC, if an AT&T Certified Supplier, or CLEC's AT&T Certified Supplier(s) shall be responsible for installing CLEC'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 CLEC upon successful completion of the installation and any associated work. When an AT&T Certified Supplier is used by CLEC, the AT&T Certified Supplier shall bill CLEC directly for all work performed for CLEC pursuant to this Appendix. AT&T shall have no liability for nor responsibility to pay, such charges imposed by CLEC's AT&T Certified Supplier. AT&T shall

make available its supplier certification program to CLEC or any supplier proposed by CLEC and will not unreasonably withhold certification. All work performed by or for CLEC 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. CLEC shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service CLEC's Collocation Space. Upon request, AT&T will provide CLEC with an applicable AT&T tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC. 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, CLEC 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 the Pricing Schedule. If AT&T knows when additional physical Collocation Space may become available at the AT&T Central Office requested by CLEC, such information will be provided to CLEC in AT&T's written denial of physical Collocation Space. CLEC 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 CLEC an Administrative Only Application Fee, as set forth in the Pricing Schedule, on the date AT&T provides an Application Response to CLEC.
- 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 Appendix, if at any time prior to Space Acceptance, CLEC 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 CLEC 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, CLEC will be responsible for reimbursing AT&T for any costs specifically incurred by AT&T on behalf of CLEC up to the date that the written notice of cancellation was received by AT&T. In Georgia, if CLEC

cancels its order for Collocation Space at any time prior to space acceptance, AT&T will bill CLEC 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. CLEC, 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. CLEC agrees to pay the rates and charges identified in the Pricing Schedule attached hereto.

8.1.1 In Tennessee, if CLEC 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 Appendix.

8.1.2 Should CLEC elect to transition to the TRA Option after the execution of this Agreement, CLEC 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 CLEC or on CLEC's next scheduled monthly billing statement.

8.3 Recurring Charges

8.3.1 If CLEC 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 CLEC 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 CLEC occupies the space prior to the Space Ready Date, the date CLEC 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 CLEC's next billing cycle and will include any prorated charges for the period from CLEC'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 8.9 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 CLEC on CLEC'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 CLEC collocation arrangement, to verify that the total number of fused amps of power capacity installed by CLEC's AT&T Certified Supplier matches the number of fused amps of DC power capacity requested by CLEC on CLEC's Initial Application and all Subsequent Applications. If AT&T determines that CLEC's AT&T Certified Supplier has installed more DC capacity than CLEC requested on its Initial

Application and all Subsequent Applications, AT&T shall notify CLEC in writing of such discrepancy and shall assess CLEC 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 CLEC'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 CLEC or on CLEC's next scheduled monthly billing statement, if CLEC'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 CLEC's BFFO or on CLEC'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 CLEC. Disconnect charges are set forth in the Pricing Schedule of this Appendix.
- 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, CLEC shall remit the payment of the nonrecurring Firm Order Processing Fee coincident with the submission of CLEC'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 CLEC's Collocation Space for the operation of CLEC's equipment. For caged physical Collocation Space, CLEC 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, CLEC shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] x (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 CLEC'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, CLEC 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 CLEC's equipment. CLEC 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 CLEC's Collocation Space at an AT&T BDFB. When obtaining DC power from an AT&T BDFB, CLEC's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by CLEC's AT&T Certified Supplier, in accordance with the number of fused amps of DC power requested by CLEC on CLEC's Initial Application and any Subsequent Applications. CLEC 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 CLEC's Collocation Space. The AT&T Certified Supplier contracted by CLEC must provide AT&T with a copy of the engineering power specifications prior to the day on which CLEC's equipment becomes operational (hereinafter "Commencement Date"). AT&T will provide the common power feeder cable support structure between the AT&T BDFB and CLEC's Collocation Space. CLEC shall contract with an AT&T Certified Supplier who shall be responsible for performing those power provisioning activities required to enable CLEC'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 CLEC's Collocation Space, power cable feeds and terminations of the power cabling. CLEC and CLEC'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 CLEC'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 8.8 above. If the power requirements for CLEC'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 CLEC 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, CLEC 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 CLEC's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when CLEC 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 CLEC's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, CLEC'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 8.9.1 and 8.9.1.1 above. CLEC's AT&T Certified Supplier shall provide notification to AT&T when these activities have been completed.
- 8.9.4 AT&T will revise CLEC'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 CLEC, certifying the completion of the power reduction work, including the removal of any associated

power cabling by CLEC's AT&T Certified Supplier. Notwithstanding the foregoing, if CLEC'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 CLEC's AT&T Certified Supplier and CLEC 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 CLEC requests an increase or a reduction in the amount of power that AT&T is currently providing in a Central Office, CLEC 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 the Pricing Schedule 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 CLEC's Subsequent Application.

8.9.5.1 In Central Offices in Alabama and Louisiana, if CLEC 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, CLEC 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, CLEC will submit a Subsequent Application and the appropriate Simple Augment Application Fee will apply.

8.9.6 If CLEC elects to install its own DC Power Plant, AT&T shall provide AC power to feed CLEC'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 the Pricing Schedule. 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 CLEC's AT&T Certified Supplier, with the exception that AT&T shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC'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 CLEC's option, CLEC may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

8.9.7 CLEC shall contract with an AT&T Certified Supplier to perform the installation and removal of dedicated power cable support structure within CLEC'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 CLEC 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 the Pricing Schedule. 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 the Pricing Schedule.

8.9.9 Florida Power Usage Option

8.9.9.1 In Central Offices in Florida only, CLEC may request that -48 DC power provisioned by AT&T to

CLEC's Collocation Space be assessed per amp, per month based upon amps used, pursuant to the rates set forth in the Pricing Schedule. 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 CLEC 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 the Pricing Schedule, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by CLEC 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 CLEC requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular AT&T Premises on CLEC's Initial Application or Subsequent Application. AT&T shall allow CLEC at CLEC'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 CLEC. AT&T is not required to build its central office power infrastructure to meet CLEC's forecasted DC power demand. CLEC 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 CLEC converts to the FL Option or for any new collocation arrangements CLEC 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 CLEC'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 CLEC'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 CLEC 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 CLEC'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 CLEC a monthly recurring charge for DC power under the FL Option, as set forth in the Pricing Schedule. CLEC 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 CLEC. The requested change in DC power usage will be reflected in CLEC's next scheduled monthly billing cycle.
- 8.9.10 Tennessee Caged Collocation Power Usage Metering Option. In Central Offices in Tennessee only, CLEC may request that DC power provisioned by AT&T to CLEC'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, CLEC accepts the TRA rates, terms and conditions of Exhibit C in their entirety in conjunction with the other terms and conditions of Appendix Collocation.
- 8.9.11 Georgia Caged Collocation Power Usage Metering Option. - In Georgia, CLEC may request that DC power provisioned by AT&T to CLEC's Collocation Space be assessed pursuant to Georgia Public Service Commission Order Docket No. 14361-U ("Order"). AT&T will assess CLEC 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 CLEC'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 CLEC's election of the power metering option CLEC will convert existing caged collocation

arrangements to the power metering rate structure. The recurring power charges that are contained the Pricing Schedule of this Appendix will be assessed on the Space Ready Date associated with the Subsequent Application submitted by CLEC to convert an existing caged collocation arrangement to the metered power rates.

- 8.9.11.2 Pursuant to the Order, CLEC 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 CLEC 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 CLEC'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 CLEC'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 CLEC'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 CLEC's caged Collocation Space(s) for purposes of measuring the power usage, AT&T or its AT&T Certified Supplier shall provide CLEC with a minimum of forty-eight (48) hours (two business days) notice that access is required. CLEC shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to CLEC's caged Collocation Space(s). Once the date and time of access to CLEC's caged Collocation Space(s) has been agreed upon, CLEC 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 CLEC 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 CLEC.
- 8.9.11.7 If CLEC 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 CLEC shall pay the nonrecurring "Additional Meter Reading Trip Charge", as set forth in the Pricing Schedule of this Appendix, for each additional meter reading trip that must be rescheduled to measure CLEC's power usage for such caged Collocation Space(s). CLEC 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, CLEC shall indicate on CLEC's Initial Application that they are electing to have metered power. For each location that CLEC wishes to convert to metered power CLEC will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

This Subsequent Application is CLEC's certification that CLEC 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 CLEC a Simple Augment Application Fee, as set forth in the Pricing Schedule of this Appendix, on the date that AT&T provides an Application Response to each Subsequent Application submitted by CLEC converting its caged collocation arrangements to the metered power rates. AT&T shall then arrange for the measurement of CLEC's actual power usage on each power feed (each A and B power feed) once each quarter at each of CLEC's caged collocation arrangements for which CLEC 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 CLEC for power usage for the following quarter based upon CLEC'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 CLEC BDFB as set forth in the Pricing Schedule of this Appendix, to determine the appropriate monthly recurring power usage charge that will be billed to CLEC 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 CLEC requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then CLEC will be responsible for paying the "Additional Meter Reading Trip Charge" contained in the Pricing Schedule of this Appendix. If AT&T requests a power usage reading be taken in this instance, then CLEC 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 CLEC'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 CLEC'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 CLEC's BDFB meter is found to be in error, then CLEC agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Appendix 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 CLEC's billing retroactive to the beginning of the quarter for which the last meter reading was taken.
- 8.9.11.13 When CLEC 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 CLEC to submit a BFFO. After AT&T receives the BFFO from CLEC, the Initial or Subsequent Application will be completed by AT&T within the provisioning intervals contained in Section 7 above and CLEC will be notified of the Space Ready Date or when the appropriate record and database changes have been made by AT&T to reflect CLEC'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 CLEC 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 CLEC occupies the space prior to the Space Ready Date, for Initial Application requests only, the date CLEC occupies the space will be deemed the new Space Acceptance Date and billing for metered power will begin on that date. When CLEC moves to metered power the number of fused amps of DC Power requested by CLEC 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 CLEC’s power usage for the requested caged Collocation Space. As soon as this reading has been taken, AT&T will adjust CLEC’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 CLEC agrees to submit a Subsequent Application to notify AT&T when CLEC has removed or installed telecommunications equipment in CLEC’s physical Collocation Space to ensure that CLEC’s existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in CLEC’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 CLEC a monthly recurring charge per caged Collocation Space for each arrangement that CLEC 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 the Pricing Schedule.
- 8.9.12 In Alabama and Louisiana, CLEC has the option to purchase power directly from an electric utility company. Under such option, CLEC 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 CLEC. CLEC’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 CLEC currently has power supplied by AT&T, CLEC 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 CLEC in provisioning said power will be billed by AT&T on an ICB basis.
- 8.9.13 In South Carolina, CLEC 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, CLEC 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 CLEC. CLEC'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. CLEC must submit an application to AT&T for the appropriate amount of Collocation Space that CLEC 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 CLEC'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. CLEC 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. CLEC 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 CLEC'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 the Pricing Schedule.
- 8.11 Central Office Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to CLEC 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 CLEC'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 CLEC's BFFO. All charges will be assessed the rates set forth in the Pricing Schedule.
- 8.12 Security Escort. After CLEC has used its one (1) accompanied site visit, pursuant to Section 5.12.1 above, and prior to CLEC's completion of the AT&T Security Training requirements, contained in Section 12 below, a security escort will be required when CLEC'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 the Pricing Schedule, 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 CLEC shall pay for such half-hour charges in the event CLEC'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 the Pricing Schedule, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Appendix.

9 Insurance

- 9.1 CLEC 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 CLEC 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 CLEC's real and personal property situated on or within an AT&T Premises.
- 9.2.4 CLEC 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 CLEC, 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 CLEC 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 CLEC's property has been removed from AT&T's Premises, whichever period is longer. If CLEC fails to maintain required coverage, AT&T may pay the premiums thereon and seek reimbursement of same from CLEC.
- 9.5 CLEC 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. CLEC shall arrange for AT&T to receive thirty (30) business days' advance notice of cancellation or non-renewal from CLEC's insurance company. CLEC shall forward a certificate of insurance and notice of cancellation/non-renewal to AT&T at the following address:
- AT&T Southeast
Collocation Service Center
600 North 19th Street
22nd Floor
Birmingham, AL 35203
- 9.6 CLEC 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 CLEC's net worth exceeds five hundred million dollars (\$500,000,000), CLEC may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. CLEC 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 CLEC in the event that self-insurance status is not granted to CLEC. If AT&T approves CLEC for self-insurance, CLEC shall annually furnish to

AT&T, and keep current, evidence of such net worth that is attested to by one of CLEC's corporate officers. The ability to self-insure shall continue so long as CLEC meets all of the requirements of this Section. If CLEC subsequently no longer satisfies the requirements of this Section, CLEC 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 CLEC 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 Appendix.

10 Mechanics Lien

10.1 If any mechanics lien or other liens are filed against property of either Party (AT&T or CLEC), 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 CLEC's equipment and facilities in CLEC's Collocation Space(s) prior to the activation of facilities and/or services between CLEC's equipment and equipment of AT&T. AT&T may conduct an inspection if CLEC adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. AT&T shall provide CLEC 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, CLEC will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC employee hired in the past five (5) years being considered for work on an AT&T Premises, for the states/counties where the CLEC 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. CLEC shall not be required to perform this investigation if an affiliated company of CLEC has performed an investigation of the CLEC employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC has performed a pre-employment statewide investigation of criminal history records of the CLEC employee for the states/counties where the CLEC 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 CLEC 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 Wholesale – Southeast Web site, http://wholesale.att.com/reference_library/guides.

- 12.3 CLEC shall provide its employees and agents with picture identification, which must be worn and visible at all times while in CLEC'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 CLEC's name. AT&T reserves the right to remove from an AT&T Premises any employee of CLEC not possessing identification issued by CLEC or who has violated any of AT&T's policies as outlined in the CLEC Security Training documents. CLEC shall hold AT&T harmless for any damages resulting from such removal of CLEC's personnel from an AT&T Premises. CLEC shall be solely responsible for ensuring that any Guest(s) of CLEC is in compliance with all subsections of this Section.
- 12.4 CLEC shall not assign to the AT&T Premises any personnel with records of felony criminal convictions. CLEC 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 CLEC's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event CLEC chooses not to advise AT&T of the nature and gravity of any misdemeanor conviction, CLEC 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 CLEC 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 CLEC 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 CLEC employee or agent hired by CLEC within the last five (5) years, who requires access to an AT&T Premises to perform work in CLEC Collocation Space(s), CLEC 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, CLEC will disclose the nature of the convictions to AT&T at that time. In the alternative, CLEC 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 CLEC employees requiring access to an AT&T Premises pursuant to this Appendix, CLEC 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, CLEC shall promptly remove from the AT&T Premises any employee of CLEC 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 CLEC 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 CLEC'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 CLEC's Security representative of such interview. CLEC 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 CLEC's employees, agents, suppliers, or Guests. Additionally, AT&T reserves the right to bill CLEC 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 CLEC's employees, agents, suppliers, or Guests are responsible for the alleged act(s). AT&T shall bill CLEC for AT&T property, which is stolen or damaged, where an investigation determines the culpability of CLEC's employees, agents, suppliers, or Guests and where CLEC agrees, in good faith, with the results of such investigation. CLEC shall notify AT&T in writing immediately in the event that CLEC 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. CLEC shall hold AT&T harmless for any damages resulting from such removal of CLEC'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 CLEC'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 CLEC'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 CLEC, 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. CLEC 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 CLEC's acceleration of the project increases the cost of the project, then those additional charges will be incurred at CLEC's expense. Where allowed and where practical, CLEC may erect a temporary facility while AT&T rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC's

permitted use, until such Collocation Space is fully repaired and restored and CLEC's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where CLEC has placed an Adjacent Arrangement pursuant to Section 3.4 above, CLEC 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 Appendix 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 CLEC shall each have the right to terminate this Appendix 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 CLEC understands that this Appendix 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.

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 CLEC 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 Appendix.
- 1.2 Notice. AT&T and CLEC 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. CLEC 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 CLEC 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. CLEC 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 CLEC when operating in the AT&T Premises.
- 1.4 Environmental and Safety Inspections. AT&T reserves the right to inspect the CLEC space with proper notification. AT&T reserves the right to stop any CLEC 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 CLEC are owned by and considered the property of CLEC. CLEC 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 CLEC or different hazardous materials used by CLEC at an AT&T Premises. CLEC must demonstrate adequate emergency response capabilities for the materials used by CLEC 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 CLEC to AT&T.
- 1.7 Coordinated Environmental Plans and Permits. AT&T and CLEC 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 CLEC will develop a cost sharing procedure. If AT&T's permit or EPA identification number must be used, CLEC 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 CLEC 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, CLEC 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. CLEC further agrees to cooperate with AT&T to ensure that CLEC'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 CLEC, its employees, agents, suppliers, and/or Guests.

2.2 The most current version of the reference documentation must be requested from CLEC's AT&T Regional Contract Manager (RCM).

Environmental Categories	Environmental Issues	Addressed By The Following Documentation
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/outsourcing 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	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.)

	Insurance	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 local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-AT&T Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 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

APPENDIX POLES, CONDUITS, AND RIGHTS-OF-WAY

**MASTER AGREEMENT FOR ACCESS
TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY**

This Appendix is made by and between Bellsouth Telecommunications, Inc., d/b/a AT&T Kentucky ("AT&T") and CLEC, (referred to as "CLEC"). As provided in this Appendix, AT&T will provide CLEC nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by AT&T and located in Kentucky.

CLEC, having an office at _____, and AT&T, , having an office at 675 West Peachtree Street, Atlanta, GA 30375, (collectively the Parties).

ARTICLE 1: PARTIES

- 1.01 Bellsouth Telecommunications, Inc., d/b/a AT&T Kentucky ("AT&T"), . Bellsouth Telecommunications, Inc., d/b/a AT&T Kentucky ("AT&T") has a principal office located at 675 West Peachtree Street, Atlanta, GA 30375.
- 1.02 CLEC. ("CLEC") is a corporation chartered in the State of _____. CLEC maintains an office at _____. CLEC is more fully described in EXHIBIT II ("Identification of CLEC").

ARTICLE 2: PURPOSE OF APPENDIX

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, states that each local exchange carrier has the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996. The primary purpose of this Appendix is to set forth the basic rates, terms, conditions, and procedures under which CLEC shall have access to AT&T's poles, ducts, conduits, and rights-of-way. AT&T shall provide CLEC with nondiscriminatory access to poles, ducts, conduits, or rights-of-way owned solely or in part by it, or controlled by it, as the term "nondiscriminatory access" is defined in the Telecommunications Act of 1996. This Appendix is intended by the parties to implement, rather than abridge, their respective rights and remedies under federal and state law.

- 2.01 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Appendix shall be construed as precluding CLEC from having such additional access to AT&T's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between CLEC and AT&T relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Appendix does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

- 3.01 Definitions In General. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.
- 3.02 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground,

which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy stand which connects the anchor to the pole.

- 3.03 Appendix. When capitalized, the term "Appendix" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Appendix" includes all appendices, attachments, and addenda to this Appendix.
- 3.04 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by another telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. Except as otherwise specifically provided in this Appendix, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Article 8 of this Appendix.
- 3.05 Authorized contractor. "Authorized contractors" are contractors selected by CLEC who may, subject to CLEC's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by AT&T or persons acting on AT&T's behalf. As used in this Appendix, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on CLEC's behalf or other contractors who may be selected by CLEC to perform work on CLEC's behalf without AT&T's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by CLEC and AT&T to perform one or more of the following tasks within a specified AT&T construction district: (a) installation of those sections of CLEC's ducts or facilities which connect to AT&T's conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. 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 construction districts agreed to by both parties. 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 construction district constitute approval of such authorized contractor for the area served by a different AT&T 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 construction districts in which the work is to be performed.
- 3.06 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by AT&T, maintenance ducts shall not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by AT&T shall be deemed available for assignment.
- 3.07 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to or placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Appendix shall be construed as a grant of access to cables attached to AT&T's poles or placed in AT&T's ducts, conduits, or rights-of-way.

- 3.08 Conduit. The term “conduit” refers to all AT&T conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term “conduit” refers only to conduit owned or controlled by AT&T, including the re-entenable manholes and handholes used to connect ducts and provide access to the cables, wires, and facilities within the ducts. As used in this Appendix, the term “conduit” refers only to conduit structures (including ducts, manholes, and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T structures (such as huts and cabinets) which branch off from AT&T’s conduit.
- 3.09 Conduit occupancy. The term “conduit occupancy” refers to the presence of wire, cable, optical conductors, or other within any part of AT&T’s conduit system.
- 3.10 Conduit system. The term “conduit system” refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term “conduit system” refers only to conduit systems owned, or controlled by AT&T and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T structures (such as huts and cabinets) which branch off from AT&T’s conduit.
- 3.11 Construction District. The term “construction district” refers to the AT&T organization responsible for outside plant construction in a specified geographic area. The term “construction district” connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.
- 3.12 Cost/Cost-based. The terms “cost” and “costs” refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term “cost-based” refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.
- 3.13 Duct. The term “duct” refers to all AT&T ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a duct is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term “duct” includes “inner ducts” created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term “duct” refers only to ducts owned or controlled by AT&T and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.
- 3.14 Exhibit. The capitalized term “EXHIBIT” refers to one of the following exhibits to this Appendix.
- | | |
|--------------|-----------------------------------|
| EXHIBIT I: | Pole and Conduit Attachment Rates |
| EXHIBIT II: | Identification of CLEC |
| EXHIBIT III: | Administrative Forms and Notices |
| SW-9433: | Pole Attachments |

SW-9434:	Access Application and Make-Ready Authorization Work
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by CLEC
SW-9436C:	Notification of Unauthorized Attachments by CLEC
EXHIBIT IV:	Insurance Requirements
EXHIBIT V:	Nondisclosure Agreement
EXHIBIT VII:	Notices to AT&T
EXHIBIT VIII:	Identification of Utility Liaison Supervisor (ULS)

- 3.15 Facilities. The terms "facility" and "facilities" refer to any property, equipment, or items owned or controlled by any person or entity.
- 3.16 FCC. The acronym "FCC" refers to the Federal Communications Commission.
- 3.17 First Interconnection Order. The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.
- 3.18 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of AT&T's conduit system and does not refer to handholes which provide access to buried cables not housed within AT&T ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by AT&T and does not include cables and other telecommunications equipment located within handhole structures.
- 3.19 Interconnection agreement. The term "interconnection agreement" refers to the interconnection agreement, if any, to which this Appendix has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.
- 3.20 Jacket. The term "jacket" refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Appendix, the term "jacket" refers to the outermost sheath or jacket of a cable.

- 3.21 Joint user. The term “joint user” refers to any person or entity which has entered or may enter into an agreement or arrangement with AT&T permitting it to attach its facilities to AT&T’s poles or anchors or place its facilities in AT&T’s conduit system.
- 3.22 License. The term “license” refers to a written instrument confirming that AT&T has afforded CLEC or another joint user access to specific space on or within a pole, duct, conduit, or right-of-way owned or controlled by AT&T in accordance with applicable federal and state laws and regulations. The term “license” includes licenses issued by AT&T pursuant to this Appendix and may, if the context requires, refer to licenses issued by AT&T prior to the date of this Appendix.
- 3.23 Local service provider (“LSP”). The terms “local service provider” and “LSP” refer to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Appendix, these terms include AT&T.
- 3.24 Maintenance duct. The term “maintenance duct” generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used by AT&T and joint users (including CLEC) on a short-term basis for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including AT&T, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Appendix and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Appendix. No more than one full-sized duct within any given conduit system cross-section shall be designated by AT&T as the maintenance duct. In those locations where, on the effective date of this Appendix, there is not a full-sized duct available to be used as a maintenance duct, AT&T will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term “maintenance duct” does not include ducts and conduits extending from a AT&T manhole to customer premises. Maintenance ducts shall not be considered “available” (as defined in Section 3.06) for assignment to AT&T, CLEC, or joint users for purposes other than short-term use as contemplated in this section; provided, however, that AT&T may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in AT&T’s outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 3.25 Make-ready work. The term “make-ready work” refers to all work performed or to be performed to prepare AT&T’s poles, ducts, conduits, and rights-of-way and related facilities for the requested occupancy or attachment of CLEC’s facilities. Make-ready work does not include the actual installation of CLEC’s facilities. “Make-ready work” includes, but is not limited to, clearing obstructions (e.g., by “rodding” ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required to accommodate CLEC’s facilities (as contrasted from work performed on AT&T’s behalf in furtherance of AT&T’s own business needs, or convenience). “Make-ready work” may require “dig-ups” of existing facilities and may include the repair, enlargement or modification of AT&T’s facilities (including, but not limited to, conduits, ducts, handholes and manholes), or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole or right-of-way usable for the initial placement of CLEC’s facilities. All splicing and associated wire work related to any make ready request will be completed by the owner of the facilities involved. The cost for performing this work will be paid for by the party requiring the make ready.

- 3.26 Manhole. The term “manhole” refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term “handhole” refers to a structure similar in function to a manhole, but which is usually too small for personnel to enter. As used in this Appendix, the term “manhole” refers only to manhole structures owned or controlled by AT&T and does not include cables and other telecommunications equipment located within manhole structures.
- 3.27 Occupancy. The term “occupancy” refers to the physical presence of facilities on a pole, in a conduit or duct, or within a right-of-way.
- 3.28 Overlashing. The term “overlashing” refers to the practice of placing an additional cable or inner duct by lashing spinning wire over both existing cables and existing strands supporting those cables or inner ducts.
- 3.29 Person acting on CLEC’s behalf. The terms “person acting on CLEC’s behalf,” “personnel performing work on CLEC’s behalf,” and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms “person acting on CLEC’s behalf,” “personnel performing work on CLEC’s behalf,” and similar terms specifically include, but are not limited to, CLEC, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by CLEC and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by CLEC to perform make-ready work shall be deemed to be a person acting on CLEC’s behalf while performing such work at the CLEC’s request.
- 3.30 Person acting on AT&T’s behalf. The terms “person acting on AT&T’s behalf,” “personnel performing work on AT&T’s behalf,” and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms “person acting on AT&T’s behalf,” “personnel performing work on AT&T’s behalf,” and similar terms specifically include, but are not limited to, AT&T, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of AT&T and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by AT&T to perform make-ready work shall be deemed to be a person acting on AT&T’s behalf while performing such work at AT&T’s request.
- 3.31 Pole. The term “pole” refers to all AT&T poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term “pole” refers only to utility poles and anchors which are either owned or controlled by AT&T and does not include cables and other telecommunications equipment attached to pole structures.
- 3.32 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term “pole attachment” refers to “any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility.” In this Appendix, except as the context otherwise requires, the term “pole attachment” refers to any attachment by a cable television system or provider of telecommunications service to a pole (and associated anchors) owned or controlled by AT&T. The term “pole attachment” includes all such facilities attached to or supported by a AT&T pole, including but not limited to cables, risers and U-guards, equipment boxes, drop wires, anchors, bolts, clamps, drive rings, guys, hooks, strands, and other hardware affixed to the pole. Groupings of associated pole attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, CLEC’s

pole attachments occupying the same usable space (or otherwise associated with facilities occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.

- 3.33 Pole Attachment Act. The term "Pole Attachment Act" refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.
- 3.34 Pre-license survey. The term "pre-license survey" refers to work and activities performed or to be performed by AT&T or by persons acting on AT&T's behalf for the primary purpose of:
- (a) confirming or determining the existing availability and capacity of a pole duct, conduit, or right-of-way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to CLEC's application;
 - (b) confirming or determining the extent, if any, to which modifications to AT&T's poles, ducts, conduits, or rights-of-way are required to accommodate CLEC's facilities;
 - (c) confirming or determining what make-ready work, if any, will be required to prepare AT&T's poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and
 - (d) estimating the costs, if any, that the CLEC will be required to pay for any such make-ready work or facilities modifications.
- 3.35 Pre-occupancy survey. The term "pre-occupancy survey" refers to work and activities performed or to be performed by CLEC or persons acting on behalf of CLEC for the primary purpose of enabling CLEC to determine:
- (a) whether AT&T's poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for CLEC's intended use;
 - (b) the extent, if any, to which modifications of AT&T's poles, ducts, conduits, or rights-of-way will be proposed by CLEC to expand the capacity of AT&T's poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and
 - (c) what make-ready work, if any, is required to prepare the poles, conduits, or conduit system to accommodate CLEC's facilities.
- 3.36 Primary point of contact. The term "primary point of contact" refers to the persons designated by CLEC and AT&T, respectively, to coordinate arrangements for CLEC's access to AT&T's poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. AT&T's designated primary point of contact shall be the Utility Liaison Supervisor unless the parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between CLEC and the Utility Liaison Supervisor.
- 3.37 Rights-of-way. As used in this Appendix, the term "rights-of-way" refers generally to legal rights to pass over or use the land of another for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include, but are not limited to public rights-of-way authorizing AT&T to locate facilities on, under, or over public lands and roadways servitudes created by private easements or obtained through the exercise of eminent domain authority enabling AT&T to pass over, place facilities on, and have rights of ingress and egress to the land of another. Rights-of-way also include easements which, at the time

of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by AT&T's facilities.

- 3.38 Sheath. The term "sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.
- 3.39 Spinning. The term "spinning" refers to a method of attaching a cable or inner-duct to a supporting strand. "Spinning" is sometimes referred to as "lashing."
- 3.40 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Texas.
- 3.41 State Commission. The term "State Commission" refers to the Kentucky Public Utility Commissions.
- 3.42 Strand. The term "strand" refers to support wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term "strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "anchor/guy strands," "down guys," "guy strands," "pole-to-pole guys," and "messengers."
- 3.43 Telecommunications Act of 1996. The term "Telecommunications Act of 1996" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.
- 3.44 Third party. The terms "third party" and "third parties" refer to persons and entities other than the parties to this Appendix (that is, persons and entities other than CLEC and AT&T).
- 3.45 Utility Liaison Supervisor ("ULS"). The terms "Utility Liaison Supervisor" and "ULS" refer to the person or persons designated by AT&T to be responsible for handling and processing requests for access to AT&T's poles, ducts, conduits, and rights-of-way in this State. The term "ULS" connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Appendix or in the parties' interconnection agreement, if any, the ULS shall serve as CLEC's single point of contact for arranging access to AT&T's poles, ducts, conduits, and rights-of-way and access to AT&T's records relating to AT&T's poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for these States is identified in EXHIBIT VIII.
- 3.46 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, AT&T's conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Appendix.
- 3.47 "Vicinity of" When used in terms such as "vicinity of AT&T's conduit system," "vicinity of AT&T's poles," "vicinity of AT&T's rights-of-way," or "vicinity of AT&T's poles, ducts, conduits, or rights-of-way," the term "vicinity of ..." includes sites on, within, near to, surrounding, or adjoining AT&T's poles, ducts, conduits, and rights-of-way. These sites include, but are not limited to, all sites within a distance of 10 feet of any AT&T pole, duct, conduit, or right-of-way.

ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

- 4.01 Scope of Agreement. This Appendix establishes procedures for grants of non-discriminatory access to AT&T poles, ducts, conduits, and rights-of-way located within this State, without regard to whether the site is located on public or private property.
- 4.02 No Transfer of Property Rights. Nothing contained in this Appendix or any license issued hereunder shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Appendix and licenses issued hereunder shall not create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of AT&T's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in CLEC any right, title, or interest in or to any real or personal property owned by AT&T, and the placement of CLEC's facilities on or in AT&T's poles, ducts, conduits and rights-of-way shall not create or vest in AT&T any right, title, or interest in such facilities.
- 4.03 No Effect on AT&T's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way. Except as provided in subsections (a)-(b) of this section, nothing contained in this Appendix or any license subject to this Appendix shall in any way affect AT&T's right to abandon, convey, or transfer to any other person or entity AT&T's interest in any of AT&T's poles, ducts, conduits, or rights-of-way.
- (a) AT&T shall give CLEC no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way (1) to or in which CLEC has attached or placed facilities pursuant to this Appendix or (2) with respect to which CLEC has been assigned pole attachment or conduit occupancy space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.
- (b) Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with AT&T or to any entity which acquires or succeeds to ownership of substantially all of AT&T's assets shall be subject to CLEC's rights under this Appendix and licenses subject to this Appendix.
- 4.04 No Effect on AT&T's Rights to Manage its Facilities. Except to the extent expressly provided by the provisions of this Appendix and subject to the provisions of the Telecommunications Act of 1996 and other applicable laws, rules, and regulations, nothing contained in this Appendix shall be construed as limiting or interfering with AT&T's rights to:
- (a) locate, relocate, move, replace, modify, maintain, and operate its own facilities (including but not limited to AT&T's poles, ducts, conduits and rights-of-way, and any of AT&T's facilities attached thereto or located therein) at any time and in any manner which AT&T deems appropriate to serve its own customers, avail itself of new business opportunities, or otherwise meet its own business needs; or
- (b) enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities on or in AT&T's poles, ducts, conduits, or rights-of-way,
- provided, however, that such relocations, moves, replacements, modifications, maintenance, and operations or new agreements or arrangements shall not interfere with CLEC's pole attachment, right-of-way, or conduit occupancy use rights provided pursuant to this Appendix.
- 4.05 No Effect on CLEC's Rights to Manage its Own Facilities. This Appendix shall not be construed as limiting or interfering with CLEC's right to conduct its normal business operations in serving its customers or to avail

itself of new business opportunities except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

- 4.06 No Right to Interfere with Facilities of Others. Except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules, or regulations, the provisions of this Appendix shall not be construed as authorizing either party to this Appendix, or persons acting on their behalf, to rearrange or interfere in any way with the facilities of the other party or joint users or with the use of or access to such facilities by the other party or joint users.

ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

- 5.01 Public Rights-of-Way. AT&T and CLEC agree that neither party has the right to restrict or interfere with the other party's access to public rights-of-way. AT&T and CLEC shall each be responsible for obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body, subject to the procedures set forth in Section 5.03 below.
- 5.02 Private Rights-of-Way Not Owned or Controlled by AT&T. AT&T and CLEC agree that neither party has the right to restrict or interfere with the other party's access to private rights-of-way not owned or controlled by AT&T. Each party shall make its own, independent legal assessment of its right to enter upon or use the land or property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations, subject to the procedures set forth in Section 5.03 below.
- 5.03 Access to Associated Rights-of-Way. Each pole attachment and conduit occupancy license made under this Appendix shall include access to and use of all associated rights-of-way, including, but not limited to, rights-of-way required by CLEC for ingress, egress, or other access to any sites where AT&T's solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of AT&T's solely or partly owned or controlled conduit system are located, but only to the extent, if any, that AT&T has the legal authority to grant such access and use. AT&T also agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter. AT&T agrees that it shall place no restrictions on CLEC's ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those AT&T places on itself.
- (a) Although AT&T shall afford access to rights-of-way owned or controlled by it and permit CLEC to utilize AT&T's rights-of-way to the extent that AT&T has legal authority to do so, CLEC acknowledges that AT&T may not own or control certain rights-of-way to the extent necessary to permit CLEC full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party real estate:
- (1) CLEC shall first attempt to obtain right-of-way directly from the property owner.
 - (2) If AT&T has legal authority to permit access by CLEC to a right-of-way on third-party property, AT&T will not restrict CLEC's use of the right-of-way.
 - (3) If CLEC has the right of eminent domain under state law, CLEC shall independently attempt to obtain the right-of-way it seeks through the exercise of that right.

(b) AT&T and CLEC agree that dark fiber and unused four-wire copper cable are not considered "poles, conduits, and rights-of-way".

5.04 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures. AT&T will provide CLEC nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.03 above, to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. AT&T will place no restrictions on access to such rights-of-way that are more restrictive than those AT&T places on itself; provided, however, that neither party shall conduct activities on such rights-of-way which interfere with the facilities of the other party, with the privacy of communications carried over the other party's network, or with the other party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to ducts, conduits, and risers which serve no purpose other than to provide a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting CLEC access to such structures.

ARTICLE 6: SPECIFICATIONS

6.01 Compliance with Requirements, Specifications, and Standards. CLEC agrees that the CLEC's facilities attached to AT&T's poles or occupying space in its 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 Appendix.

6.02 Design to Minimize the Need for Access to AT&T's Poles, Ducts, and Conduits. The parties shall each design their facilities to minimize the need for the parties to access AT&T's poles, ducts, and conduits.

6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines AT&T applied to itself as of January 1, 1996, consistent with considerations of safety, reliability, and or engineering practices, AT&T agrees to permit CLEC at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole attachments on both the "field" side and "road" side of a pole; (b) placement of extension arms or stand-off brackets on poles; and (c) building conduit branches into AT&T's conduit systems. CLEC acknowledges that use of the above techniques will be rare, and will be permitted only on a case-by-case basis.

6.04 Published Standards. AT&T and CLEC agree that the following standards equally apply to either party with respect to facilities attached to or placed in AT&T's poles, ducts, conduits, and rights-of-way and further agree that 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:

- (a) the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies f/k/a Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
- (b) the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and
- (c) the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").

6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01-6.04 above, facilities placed in AT&T's conduit system after the effective date of this Appendix shall meet all of the electrical design specifications set forth in this section.

- (a) No facilities shall be placed in AT&T's conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in AT&T's conduit system which causes or may cause electrical interference with the facilities of the other party or joint users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either party or a joint user. If either party is notified by the other party or a joint user that its facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the party notified shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining party or joint user to resolve the issue.
- (b) Facilities placed in AT&T's conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.
- (c) Facilities placed in AT&T's conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
- (d) No coaxial cable shall be placed in AT&T's conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.
- (e) Coaxial cable placed in AT&T's conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- (f) CLEC shall not circumvent the corrosion mitigation measures of AT&T or joint users.

6.06 Additional Physical Design Specifications: Conduit. Facilities placed in AT&T's conduit system following the effective date of this Appendix shall meet all of the following physical design specifications:

- (a) Except as otherwise specifically agreed in this Appendix or licenses issued hereunder CLEC's facilities shall enter AT&T's conduit system at locations consistent with the physical design specifications that AT&T applies to itself (typically through a manhole) or at such other designated locations agreed upon in writing (e.g., through the licensing process) by the parties in accordance with Section 6.03 (infrequent construction techniques and connectivity solutions).
- (b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T's conduit or ducts.
- (c) The integrity of AT&T's conduit system and overall safety of personnel require that "dielectric cable" be used within AT&T's conduit system when a cable facility utilizes a duct or route shared in the same trench by any electric transmissions facility such as the facilities of a power utility.

- (d) New construction splices in cables (including but not limited to fiber optic and twisted pair cables) shall be located in manholes, pull boxes or handholes.
- 6.07 Efficient Use of Conduit. To ensure efficient use of conduits, AT&T will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically three or four inner ducts in a full four-inch duct) as needed for AT&T's own business purposes and to accommodate CLEC and other joint users; provided, however, that AT&T shall not be required to install inner duct in anticipation of potential future requests for access by CLEC and other joint users.
- 6.08 Specifications Applicable to Connections: Conduit. Except as otherwise specifically agreed in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing, the following specifications apply to connections of CLEC's conduit to AT&T's conduit system:
- (a) CLEC shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is part of AT&T's conduit system except as provided in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing.
 - (b) Nothing contained in subsection (a) shall be construed as precluding CLEC or qualified personnel acting on CLEC's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placing and splicing of cable.
 - (c) Where CLEC's duct or facility physically connects with AT&T's manhole the section of CLEC's facility which connects to AT&T's manhole shall be installed by AT&T or its contractor at the CLEC's expense (which shall be AT&T's actual costs or the price charged AT&T by the contractor). AT&T will perform this work in an interval consistent with the intervals AT&T performs work for itself. If AT&T's interval for beginning or completing this work does not meet CLEC's needs, CLEC as an authorized contractor may perform the work itself or use subcontractor(s) selected by CLEC from a list of mutually agreeable qualified "bidders" developed by AT&T and CLEC.
 - (d) AT&T will have the option to monitor the entrance and exit of CLEC's facilities into AT&T's conduit system and the physical placement of CLEC's facilities in AT&T's conduit system. Notice requirements for, and expenses associated with, this monitoring are addressed in Section 6.11 of this Appendix.
 - (e) If CLEC constructs or utilizes a duct connected to AT&T's conduit system, the duct and all connections between that duct and AT&T's conduit system shall be sealed to prevent the entry of gases or liquids into AT&T's conduit system. If CLEC's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T's conduit system.
- 6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety. The parties contemplate that the CLEC, its contractors, and other persons acting on its behalf will perform work for CLEC on, within, and in the vicinity of AT&T's poles, ducts, conduits, and rights-of-way. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of AT&T, CLEC and joint users, to protect the health and safety of persons working on, within, or in the vicinity of AT&T's poles, ducts, conduits, and rights-of-way, and to protect the public at large.
- (a) Neither party nor any person acting on such party's behalf shall permit any person to climb on or work on AT&T's poles or in the vicinity of AT&T's poles, or enter AT&T's manholes or work within or

in the vicinity of AT&T's conduit system, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the pole or conduit system and to perform the work safely.

- (b) Neither party nor any person acting on such party's behalf shall permit any person acting on its behalf to perform any work on, within, or in the vicinity of AT&T's poles, ducts, conduits, or rights-of-way without first verifying, to the extent practicable, on each date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the pole or any part of AT&T's conduit system) are sufficiently safe for the work to be performed. If CLEC or any person acting on CLEC's behalf determines that the condition of the pole, duct, conduit, conduit system, or rights-of-way is not safe enough for the work to be performed, CLEC shall notify AT&T of the condition of the pole or conduit system in question and shall not proceed with the work until CLEC is satisfied that the work can be safely performed.
- (c) Neither party nor any person acting on such party's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of AT&T's poles, ducts, conduits, or rights-of-way.
- (d) When CLEC or personnel performing work on its behalf are working on, within, or in the vicinity of AT&T's poles, ducts, conduits, or rights-of-way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled rights-of-way, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC and its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC or its designated contractor will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. CLEC and its contractors shall have sole responsibility for the safety of all personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes.
- (e) Neither party nor any persons acting on such party's behalf shall engage in any conduct which damages public or private property in the vicinity of AT&T's poles, ducts, conduits, or rights-of-way or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of or failure to remove its facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on its behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- (f) CLEC shall promptly suspend activities on, within, or in the vicinity of AT&T's poles, ducts, or conduits, if notified by AT&T that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). CLEC shall not resume such activities on or in the vicinity of CLEC's poles until CLEC is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of AT&T's conduit system until both CLEC and AT&T are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that AT&T requires CLEC to suspend work activities and it is later determined that there was no reasonable basis for the work suspension, AT&T agrees to compensate CLEC for the cost resulting from the delay.

- (g) All personnel acting on CLEC's behalf shall, while working on or in AT&T's poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any AT&T employee or representative, produce such identification.
- (h) CLEC (and any person acting on CLEC's behalf) may report unsafe conditions on, within, or in the vicinity of AT&T's poles or conduit system to AT&T.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of AT&T's Conduit Systems. When AT&T or CLEC, their contractors, and other persons acting on their behalf perform work on, within, or in the vicinity of AT&T's ducts, conduits, and rights-of-way where such ducts or conduits are located, they will be guided by the following:

- (a) Except as may be mutually agreed upon by the parties in writing, CLEC shall not "rod" or clear any duct or inner duct in AT&T's conduit system other than a duct or inner duct assigned to CLEC. Following the assignment of a specific duct or inner duct to CLEC, CLEC may request that AT&T rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, AT&T shall assign to CLEC the next available duct or inner duct. CLEC's request for assignment of the next available duct shall be in writing, may be transmitted to AT&T via fax or other transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by AT&T's own personnel.
- (b) Personnel performing work within AT&T's conduit system on either party's behalf shall not climb on, step on, or otherwise disturb the cables, air pipes, equipment, or other facilities located in any manhole or other part of AT&T's conduit system.
- (c) Personnel performing work within or in the vicinity of AT&T's conduit system (including any manhole) on either party's behalf shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- (d) All of CLEC's facilities shall be firmly secured and supported in accordance with Telcordia and industry standards and any applicable construction standards adopted by AT&T and applicable to AT&T's own facilities.
- (e) CLEC's facilities shall be plainly identified with CLEC's name in each manhole with a firmly affixed permanent tag that meets the identification standards set by AT&T for its own facilities.
- (f) Manhole pumping and purging required in order to allow work operations to proceed shall be performed in accordance with the requirements of Sections 6.14 and 6.15.
- (g) Planks or other types of platforms shall be supported only by cable racks.
- (h) Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's behalf within or in the vicinity of AT&T's conduit system shall be of a type approved by AT&T and included on AT&T's then-current list of approved types of leak-detection liquids and devices; provided, however, that the CLEC may use any type of leak detection liquid or device which meets Telcordia's published standards if AT&T has not provided CLEC AT&T's list of approved types of leak detection liquids or devices at least 60 days in advance of CLEC's work.

- (i) CLEC and its contractors shall be responsible for providing proper ventilation while work is being performed in AT&T's conduit system on CLEC's behalf. Except for protective screens, no temporary cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- (j) Smoking or the use of any open flame is prohibited in manholes, in any other portion of the conduit system, or within 10 feet of any open manhole entrance.
- (k) Artificial lighting, when required by CLEC, will be provided by CLEC. Only explosion-proof lighting fixtures shall be used.
- (l) Neither AT&T nor CLEC nor personnel performing work on its behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T's conduit system (including any manhole) during work operations performed within or in the vicinity of AT&T's conduit system.
- (m) All parties shall abide by any laws, regulations, and ordinances regarding the use of spark producing tools, equipment, or devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes or in any other portions of the conduit system.
- (n) Cable lubricants used in conduit systems shall be of a type or types approved by AT&T and included on AT&T's then-current list of approved types of cable lubricants; provided, however, that the CLEC may use any type of cable lubricant which meets Telcordia's published standards if AT&T has not provided CLEC AT&T's list of approved types of cable lubricants at least 60 days in advance of CLEC's work.

6.11 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T's manholes and access to AT&T's conduit system.

- (a) CLEC will notify AT&T not less than 5 business days in advance before entering AT&T'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.
- (b) The parties contemplate that the CLEC may need to perform operations in AT&T's conduit system other than during normal business hours and may occasionally require access to manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, CLEC shall notify AT&T as soon as is reasonably possible of its intent to enter and perform work in the conduit system and AT&T shall not, without due cause and justification, insist on literal compliance with the scheduling requirements of subsection (a) in such circumstances. AT&T will establish procedures enabling AT&T to receive notices from CLEC under this subsection 24 hours a day, seven days a week.
- (c) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.
- (d) Where CLEC personnel, certified based on industry standards, perform installation, maintenance and similar routine work at AT&T sites, AT&T may, at its option, send one or more employees to review such work. CLEC and AT&T shall share the cost of a single AT&T employee reviewing the work during emergency and non-emergency situations. AT&T will not be compensated by CLEC

for any additional employees reviewing the work. The AT&T employees assigned for review and inspection of CLEC personnel work must be available during all normal business hours for such assignments to minimize inconvenience to CLEC. If the work at AT&T sites is performed by a contractor agreed upon by CLEC and AT&T, AT&T shall be responsible for the costs of its employees sent to inspect the contractor's work. However, if CLEC personnel perform work at the site of an interconnection point where the participation of AT&T personnel is integral for the successful completion of the work, CLEC is responsible for paying the costs of AT&T personnel reasonably needed for such work.

6.12 OSHA Compliance. Each party agrees:

- (a) its facilities attached to AT&T's poles or placed in AT&T's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder and
- (b) all persons shall, when working on, within, or in the vicinity of AT&T's poles or conduit system, comply with OSHA and all rules and regulations thereunder.

6.13 Environmental Contaminants in AT&T's Conduit System. CLEC acknowledges that, from time to time, environmental contaminants may enter AT&T's conduit system and accumulate in manholes or other conduit facilities.

- (a) CLEC may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to CLEC as CLEC may deem necessary to determine the presence at such sites of environmental contaminants. AT&T will assist CLEC, at the CLEC's request and expense, in the performance of such inspections and tests.
- (b) AT&T makes no representations to CLEC or personnel performing work on CLEC's behalf that AT&T's poles, ducts, conduits, or rights-of-way will be free from environmental contaminants at any particular time. Before entering a manhole or performing any work within or in the vicinity of AT&T's conduit system or any other site subject to access under this Appendix, CLEC or personnel acting on CLEC's behalf shall independently determine, to their satisfaction, whether such contaminants are present and conduct their work operations accordingly.
- (c) Each party shall promptly notify the other of environmental contaminants known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to CLEC if, in the sole judgment of such party, such environmental contaminants create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.
- (d) Nothing contained in this Appendix (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws.

6.14 Compliance with Environmental Laws and Regulations. CLEC and AT&T agree to comply with the following provisions relating to compliance with environmental laws and regulations.

- (a) All persons acting on CLEC's or AT&T's behalf, including but not limited to CLEC's or AT&T's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity

of AT&T's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

- 6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). CLEC and AT&T agree that their facilities attached to AT&T's poles or placed in AT&T's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, licenses or the like). CLEC and AT&T shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.
- 6.16 Responsibility for Condition of Facilities. Each party will be responsible at all times for the condition of its facilities (including but not limited to those extending from AT&T's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS

- 7.01 Designation of Primary Points of Contact. Each party will, at the request of the other party, designate a primary point of contact to facilitate communications between the parties and the timely processing of CLEC's applications for access to AT&T's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, AT&T's primary point of contact shall be the Utility Liaison Supervisor identified in EXHIBIT VIII. Designation of primary points of contact pursuant to this section shall not affect notice requirements or other legal requirements set forth in other provisions of this Appendix or the parties' interconnection agreement.
- 7.02 Determinations by CLEC of Suitability and Availability. CLEC shall make its own, independent assessment of the suitability of AT&T's poles, ducts, conduits, and rights-of-way for CLEC's intended purposes.
- 7.03 Access to Records Relating to AT&T's Poles, Ducts, Conduits, and Rights-of-Way. This section establishes procedures through which certain records and information relating to AT&T's poles, ducts, conduits, and rights-of-way will be made available to CLEC. Access to such records and information shall be conditioned on CLEC's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement (AT&T Pole, Duct, Conduit, and Rights-of-Way) attached to this Appendix as Exhibit V or such other nondisclosure agreement as shall be mutually acceptable to the parties, and no person acting on CLEC's behalf shall be granted access to such records and information without first signing such a nondisclosure agreement. CLEC shall reimburse AT&T for all reasonable costs incurred by AT&T in granting CLEC's requests for access to records and information under this section.
- (a) CLEC shall, after the effective date of this Appendix, have reasonable access to review AT&T's pole and conduit maps and records. CLEC shall be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the parties. Access to such maps and records shall be by appointment only, and AT&T shall make such maps and records available for inspection by CLEC on two business days notice.

- (b) The access described in subsection (a) shall include the right to make copies, at the CLEC's expense. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to customer-specific information, CLEC copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes. CLEC's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of AT&T's poles, ducts, conduits, and rights-of-way for CLEC's intended uses.

AT&T shall provide CLEC the best information available from AT&T's current pole and conduit maps and records. AT&T represents that such records reflect approximate geographical locations of the facilities depicted and may not accurately reflect information such as:

- (1) the exact location of the facilities depicted;
- (2) the physical size, characteristics, or condition of the facilities depicted;
- (3) the ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;
- (4) the arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other facilities housed within ducts, conduits, manholes or other portions of AT&T's conduit system; and
- (5) other information which must be assessed before it can be determined that space is available on or in a pole, duct, or conduit for the attachment or occupancy of CLEC's facilities or that the pole, duct, or conduit depicted is suitable for CLEC's intended use.

7.04 Pre-Occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way. CLEC shall be permitted to view and inspect specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis as provided in this section.

- (a) After the effective date of this Agreement, AT&T shall permit CLEC to view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude CLEC from visually inspecting AT&T's poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to CLEC without AT&T's permission.
- (b) CLEC shall not enter any AT&T manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Appendix, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

8.01 Selection of Space. AT&T will select or approve CLEC's selection of the location for all attachments on poles, in ducts and conduit, and in rights-of-way. The selection or approval will be based on safety, reliability or general engineering principles using the same criteria AT&T applies to itself. In conduit systems owned or controlled by AT&T, maintenance ducts (as defined in Section 3.24) shall not be considered available for

CLEC's use except as specifically provided elsewhere in this Appendix. All other ducts, inner ducts, sub-ducts, and partitioned conduits which are not assigned or occupied shall be deemed available for use by AT&T, CLEC, and third parties entitled to access under the Pole Attachment Act.

- 8.02 Pole, Duct, and Conduit Space Assignments. Pole, duct, and conduit space will be assigned to CLEC as provided in this section. Information received by AT&T in connection with this section shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).
- (a) On receipt of CLEC's application for a pole attachment or conduit occupancy license the associated pole, duct, and conduit space shall be assigned to CLEC for a pre-occupancy period not to exceed 12 months, beginning with the date of such assignment. The assignment (and date and time) of assignment shall be logged and recorded in the appropriate AT&T records.
 - (b) CLEC's obligation to pay semi-annual pole attachment or conduit occupancy fees shall commence from the date the assignment is logged and recorded in the appropriate AT&T records.
 - (c) During the 12-month assignment period following the date space is assigned to CLEC and entered into the appropriate AT&T record, AT&T shall not occupy or use such space without CLEC's permission, shall not assign such space to any party other than CLEC, and shall not knowingly permit any party other than CLEC to occupy or use such space without CLEC's permission except as otherwise specifically provided in this Appendix. The assignment to CLEC shall automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T record if CLEC has not occupied such assigned space within such 12-month period; provided, however, that if CLEC's failure to occupy the space within such 12-month period results from AT&T's failure to perform make-ready work on schedule, the parties shall negotiate a single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of AT&T's make-ready work; and, provided further, that if CLEC can demonstrate that its failure to occupy the space within such 12-month period results from the actions of AT&T or third parties other than persons acting on CLEC's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date CLEC is first able to commence construction activities at the site involved. Assignments to third parties shall be subject to the same rules applicable to CLEC under this subsection. Extensions permitted under this subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate AT&T records available for inspection under Section 7.03.
 - (d) AT&T may assign space to itself by making appropriate entries in the same records used to log assignments to CLEC and third parties. If AT&T assigns pole, duct, or conduit space to itself, such assignment shall automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T record if AT&T has not occupied such assigned space within such 12-month period; provided, however, that if AT&T's failure to occupy the space within such 12-month period results from the actions of CLEC or third parties other than persons acting on AT&T's behalf, or from acts of God, AT&T's assignment may be extended for a period no longer than three months from the date AT&T is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate AT&T records available for inspection under Section 7.03.
 - (e) If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to CLEC or AT&T under this section, the party to whom such space has been assigned shall reimburse the person or entity incurring the costs for such facilities modifications,

capacity expansions, or make-ready work, if the party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period or any extension thereof.

- (f) Except as provided in subsections (c)-(d) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables CLEC, AT&T, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS

- 9.01 Licenses Required. CLEC shall apply in writing for and receive a license before attaching facilities to specified AT&T poles or placing facilities within specified AT&T ducts or conduits manholes, or handholes. License applications and information received by AT&T in connection with such applications shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).
- 9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Appendix, CLEC shall submit to AT&T two signed copies of the appropriate application forms. AT&T represents that the forms specified in subsections (a) and (b) are forms in use prior to the effective date of this Appendix and that AT&T plans to revise such forms to conform to the provisions of this Appendix and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) shall be interim forms only. AT&T reserves the right to change the format and content of these forms upon 60 days written notice to CLEC.
- (a) To apply for a pole attachment license, CLEC shall submit to AT&T two signed copies of AT&T's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9433. An application for a pole attachment license shall not be complete or subject to processing by AT&T until these forms have been submitted to AT&T; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9433 and SW-9434, are attached to this Appendix as parts of Exhibit III.
- (b) To apply for a conduit occupancy license, CLEC shall submit to AT&T two signed copies of AT&T's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9435 ("Conduit Occupancy"). An application for a conduit occupancy license shall not be complete or subject to processing by AT&T until these forms have been submitted to AT&T; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9434 and SW-9435, are attached to this Appendix as parts of Exhibit III.
- (c) Each application for a license under this Appendix shall include the following information, at a minimum:
- (1) the poles, ducts, and conduits (including all manholes) along CLEC's proposed route to or within which CLEC desires to attach or place its facilities, as well as a route maps and manhole detailed butterfly drawings;
 - (2) a description of the facilities to be attached to AT&T's poles and a description of the facilities to be placed within each component of AT&T's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route; and

- (3) for poles, the proposed points of attachment.
 - (4) if applicable, a conspicuous notation that the space requested is not to be assigned (or billed) to CLEC until AT&T has received CLEC's written instruction to make such assignment or issued a license authorizing CLEC to occupy the space requested; and
 - (5) if applicable, a conspicuous statement (e.g., the words "immediate occupancy" in capital letters) or indication that the CLEC intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Appendix.
- (d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:
- (1) the number and types of cables, including the physical size (diameter) and weight (weight per foot);
 - (2) the number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and,
 - (3) 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's poles or placed in AT&T's conduit system.
- (e) When it appears to CLEC that facilities modification, capacity expansion, or make-ready work, may be required to accommodate CLEC's access requests, CLEC shall describe the facilities modification, capacity expansion or make-ready work which CLEC proposes. CLEC shall also describe its intent to use any infrequent construction techniques or connectivity solutions under Section 6.03 to avoid high or unusual expenditures and its reasons for the utilization of such techniques or solutions.
- (f) CLEC acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than AT&T, that it may be necessary for AT&T to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate CLEC's request for access to AT&T's poles and that, at the time an application is submitted, CLEC shall identify all poles utilized by AT&T (without regard to ownership) along the proposed route. If CLEC does not identify all poles, CLEC may contract with AT&T to do so, at the CLEC's expense.
- (g) Each application for a license under this Appendix shall be accompanied by a construction schedule showing CLEC's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by AT&T's engineering and outside plant construction personnel in scheduling work required to process CLEC's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate CLEC's facilities.

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by CLEC and other parties seeking access to AT&T's poles, ducts, conduits, and rights-of-way requires good faith

cooperation and coordination between AT&T' personnel and personnel acting on behalf of CLEC and other firms seeking access. The parties therefore agree to the following transitional procedures which shall remain in effect during the term of this Appendix unless earlier modified by mutual agreement of the parties.

- (a) Before submitting a formal written application for access to AT&T's poles, ducts, conduits, and rights-of-way, CLEC shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which CLEC does not plan to use or for the purpose of precluding AT&T or any other provider of telecommunications services from using such poles, ducts, conduits, or rights-of-way.
 - (b) CLEC shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and will use its best efforts to submit applications in an orderly manner in accordance with CLEC's needs. If CLEC contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single AT&T construction district, CLEC shall give AT&T 30 days notice with a priority list as noted in 9.04.
 - (c) No more than 300 poles (and their associated anchors and anchor/guy strands) shall be the subject of any single pole attachment license application.
 - (d) No more than 20 manholes shall be the subject of any single conduit occupancy license application.
- 9.04 CLEC's Priorities. When CLEC has multiple applications on file within a single AT&T construction district, CLEC shall, at AT&T's request, designate its desired priority of completion of pre-license surveys, capacity expansions, make-ready work, and facilities modifications with respect to all such applications.
- 9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by AT&T after CLEC has submitted its written license application as specified in Section 9.02 of this Appendix. AT&T will not, without due cause and justification, repeat pre-occupancy survey work performed by CLEC.
- (a) A field inspection of the pre-license survey detailing the work that will be necessary to accommodate CLEC's facilities must be conducted before AT&T can respond to the request for access. All parties currently attached to the AT&T structure must be notified, where ordered by a commission and allowed to participate in the survey if desired. The make ready survey does not guarantee structure integrity or that there will be available capacity to accommodate CLEC's request.
 - (b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by AT&T.
 - (c) Before performing any portion of the pre-license survey, AT&T shall obtain CLEC's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted.

**ARTICLE 10: ISSUANCE AND DENIAL OF LICENSES
(INCLUDING FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS,
AND MAKE-READY WORK)**

- 10.01 Response Within 45 Days. Within 45 days of CLEC's submission of a license application pursuant to Section 9.02 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, AT&T shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if AT&T personnel involved in the processing of CLEC's request for access become aware of hazardous substances at the site requested by CLEC, AT&T shall promptly advise CLEC and shall, at the CLEC's request, discuss alternatives to denial and issues associated with the presence of such hazardous substances.
- (a) If access is granted, AT&T shall, no later than 45 days after CLEC's submission of the license application, further advise CLEC in writing (1) what facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare AT&T's pole or conduit facilities (2) provide CLEC an estimate of charges for such facilities modifications, capacity expansions, or make-ready work, (3) disclose to CLEC any hazardous substances known by AT&T to be present at the site.
 - (b) If access is denied, AT&T will confirm the denial in writing by the 45th day after the receipt by AT&T of CLEC's completed application. The denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If CLEC in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.
 - (c) CLEC agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, CLEC shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on AT&T of processing and responding to the application.
 - (d) Notwithstanding the 45-day deadline, AT&T will, pursuant to Section 8.03 of this Appendix, make available to CLEC for immediate occupancy any duct, conduit, or pole space not currently assigned, not designated as the maintenance duct, and not subject to applicable make-ready requirements. Availability shall be based on the appropriate AT&T records to be maintained by AT&T but which will be made available for viewing by CLEC on two business days notice as provided in Section 7.03 of this Appendix. CLEC will bear all risks resulting from the possibility that space which appears from the records to be available is not in suitable condition to be used by CLEC.
 - (e) If AT&T fails to respond in writing within 30 days of AT&T's documented receipt of a license application pursuant to Section 9.02 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, CLEC may by written notice inquire whether AT&T intends to deny CLEC's request for access. After such notice has been given and receipt by AT&T of a properly submitted license application has been confirmed, AT&T's failure to respond in writing within 15 days after receipt of the notice shall be deemed to constitute approval of the request for access. In such event, CLEC shall be entitled to occupy the space requested without the formality of a license; provided, however, that nothing contained in this subsection shall authorize CLEC to occupy space already occupied or subject to a prior valid space assignment to AT&T or any third-party; and provided further that nothing in this subsection authorizes CLEC, without first obtaining AT&T's written authorization, to (1) place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by CLEC) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.

10.02 Obligation to Construct or Modify Facilities; Capacity Expansions. The parties agree that AT&T may grant access subject to CLEC's approval of such make-ready work or facilities modifications as may be required to expand capacity to accommodate CLEC's request, in which event CLEC shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If AT&T does not offer to expand capacity and denies CLEC's request for access, AT&T shall promptly notify CLEC of such determination. AT&T shall not deny CLEC's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.03 of this Appendix dealing with infrequent construction techniques and connectivity solutions:

- (a) AT&T agrees to modify its outside plant facilities to the extent that the CLEC agrees to pay for the modification at cost, such as but not limited to cable consolidations, as long as such modifications are consistent with capacity, safety, reliability, and engineering considerations which AT&T would apply to AT&T if the work were performed for its own benefit. AT&T may recover from CLEC the costs of modifying its outside plant facilities for CLEC's space. AT&T will require payment of the full amount in advance, subject to the true-up of the estimated costs with the actual costs. 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 CLEC's facilities, CLEC 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 for the use of such additional capacity. If AT&T utilizes additional space or capacity created at the CLEC's expense, AT&T will reimburse CLEC on a pro-rata basis for AT&T's share, if any, of CLEC's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. AT&T will notify the CLEC if any entity, including AT&T, attaches facilities to additional capacity on AT&T' Structure created at the CLEC's expense. AT&T shall not be required to collect or remit any such amounts to CLEC, to resolve or adjudicate disputes over reimbursement between CLEC and Other Users. If AT&T declares that a manhole is congested, then all users including AT&T itself will be required to access that congested manhole via a hand hole. If a hand hole is installed at the CLEC's expense, AT&T will reimburse CLEC if other carriers are allowed access to that hand hole by AT&T. Alternately AT&T can pay for the hand hole which becomes AT&T property and only charge CLEC for its proportionate use of the hand hole.
- (b) AT&T agrees to install inner duct in a timely manner to accommodate CLEC's space needs in accordance with the same time interval AT&T provides to itself. If AT&T's interval for beginning or completing make-ready work does not meet CLEC's needs, CLEC, as a qualified contractor, may perform the inner-duct installation itself or utilize authorized subcontractor(s) selected by CLEC from a list of mutually agreeable qualified "bidders" developed by AT&T and CLEC. When inner duct is installed by CLEC or an authorized contractor in AT&T's conduit system, CLEC shall bear all other installation expenses. Inner duct installed by CLEC or an authorized contractor shall be installed in accordance with the same standards and practices which would be followed if the inner duct were being installed by AT&T or AT&T's contractors. CLEC will indemnify AT&T for damages, resulting from CLEC's self-provisioning of the inner-duct.
- (c) AT&T agrees to, remove cables at its expense that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, CLEC, at its option, may excavate the obstruction or request that AT&T excavate the obstruction. The excavation would be at the CLEC's expense.

10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If, on the basis of CLEC's representations or AT&T's field inspection, if any, AT&T determines that no make-ready work is

necessary to accommodate CLEC's facilities, AT&T will issue a license without performing make-ready work and pole attachment or conduit occupancy space will be made available to CLEC for immediate occupancy. Immediate occupancy prior to the issuance of a license shall be governed by Section 8.03.

10.04 Performance of Make-ready Work. Except as otherwise specifically provided in Section 10.02 and in this section, make-ready work shall be performed by AT&T or by authorized contractors, or other persons acting on AT&T's behalf and shall be performed by AT&T in accordance with the same time intervals which would be applicable if AT&T were performing the work for itself.

- (a) CLEC and AT&T will mutually establish and maintain a list of authorized contractors who may be selected by CLEC to perform make-ready work when AT&T's interval for beginning or completing such make ready work does not meet CLEC's needs.
- (b) If AT&T's interval for beginning or completing make-ready work does not meet CLEC's needs, CLEC may, as an authorized contractor, perform the make-ready work itself or arrange for the work to be performed by an authorized contractor selected by CLEC from the applicable list of authorized contractors. Subject to the availability of personnel, CLEC may also request that AT&T perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless CLEC first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.
- (c) From time to time, additional contractors, or other vendors may be approved by CLEC and AT&T to perform make-ready work in the event that the workload exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.
- (d) Nothing contained in this section authorizes CLEC, any authorized contractor selected by CLEC, or any other person acting on CLEC's behalf to consolidate AT&T's cables, remove slack, or perform any splicing (wire work) on AT&T's cables.

10.05 Make-ready Work. If AT&T determines that make-ready work will be necessary to accommodate CLEC's facilities, AT&T shall promptly notify CLEC of the make-ready work proposed to enable the accommodation of CLEC's facilities.

- (a) The notice shall be given in writing no later than 45 days after the receipt by AT&T of CLEC's completed application pursuant to Section 9.02 of this Appendix or within such other period of time as may be mutually agreed upon in writing by the parties.
- (b) The notice will include AT&T's estimate of make-ready charges, which estimate shall be stated on AT&T Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of EXHIBIT III.
- (c) CLEC shall have 20 days (the "acceptance period") after receiving AT&T's estimate of make-ready charges to authorize completion of the make-ready work proposed by AT&T or to advise AT&T of its willingness to perform the proposed make-ready work itself. If CLEC advises AT&T that it is willing to perform the make-ready work proposed by AT&T in accordance with a design approved by AT&T, and AT&T's specifications, AT&T will not, without due cause and justification, refuse to accept CLEC's offer to perform the work. Authorization shall be accomplished by CLEC's signing the estimate and returning it to AT&T within the 20-day acceptance period.

- (d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by CLEC's signing the revised estimate and returning it to AT&T within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.
 - (e) If CLEC does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, CLEC shall notify AT&T in writing by the 20th day whether CLEC is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c) or electing to treat AT&T's make-ready requirements as a denial of access.
 - (1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, AT&T shall contact CLEC to determine whether CLEC intends to withdraw its application. CLEC shall be deemed to have withdrawn its application if, in response to AT&T's inquiry, CLEC does not immediately sign and return the estimate to AT&T.
 - (2) If CLEC timely notifies AT&T that it is electing to treat AT&T's make-ready requirements as a denial of access, AT&T shall, within 20 days after receiving the notice, provide CLEC with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting AT&T's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to AT&T's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for AT&T's make-ready proposals and specifically address AT&T's rationale for rejecting CLEC's alternative written proposals, if any.
- 10.06 Multiple Applications. Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.
- 10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. CLEC shall make arrangements with the owners of other facilities attached to AT&T's poles or occupying space in AT&T's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of CLEC's facilities to or in AT&T's poles, ducts, and conduits.
- 10.08 Reimbursement for the Creation or Use of Additional Capacity. CLEC acknowledges that as a result of make-ready work performed to accommodate CLEC's facilities, additional capacity may become available on AT&T's poles or in its conduit system. In such event, CLEC shall not have any preferential right to utilize such additional capacity in the future and shall not be entitled to any monies which may subsequently be paid to AT&T for the use of such additional capacity by any joint user; provided, however, AT&T must establish a methodology whereby CLEC is reimbursed on a pro-rata basis for any portion of the capacity later used by AT&T or another telecommunications provider, including, but not limited to, telecommunications carriers and cable television systems.
- 10.09 License and Attachment. After all required make-ready work is completed, AT&T will issue a license confirming that the CLEC may attach specified facilities to AT&T's poles or place specified facilities in AT&T's conduit system. CLEC shall have access to attach or place only those facilities specifically

described in licenses subject to this Appendix, and no others, except as otherwise specifically provided in (a) Sections 8.03 and 12.03 or other provisions of this Appendix, (b) any other written agreement between the parties providing for such access, or (c) the provisions of any applicable tariffs or commission orders.

ARTICLE 11: CONSTRUCTION OF CLEC'S FACILITIES

- 11.01 Responsibility for Attaching and Placing-Facilities. Each party shall be responsible for the actual attachment of its facilities to AT&T's poles and the actual placement of its facilities in AT&T'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. In this regard, each party shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of AT&T's poles, ducts, conduits, and rights-of-way.
- 11.02 Construction Schedule. After the issuance of a license, CLEC shall provide AT&T with an updated construction schedule and shall thereafter keep AT&T informed of anticipated changes in the construction schedule. Construction schedules received by AT&T shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information). Construction schedules required by this section shall include, at a minimum, the following information:
- (a) the name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
 - (b) the names of each contractor and subcontractor that will be involved in the construction activities;
 - (c) the estimated dates when construction will begin and end; and
 - (d) the approximate dates when CLEC or personnel working on CLEC's behalf will be performing construction work in connection with the attachment of CLEC's facilities to AT&T's poles or the placement of CLEC's facilities in any part of AT&T's conduit system.

ARTICLE 12: USE AND ROUTINE MAINTENANCE OF CLEC'S FACILITIES

- 12.01 Use of CLEC's Facilities. Each license granted under this Appendix authorizes CLEC to have access to CLEC's facilities on or within AT&T's poles, ducts, and conduits as needed for the purpose of serving CLEC's customers.
- 12.02 Routine Maintenance of CLEC's Facilities. Each license granted under this Appendix authorizes CLEC to engage in routine maintenance of facilities located on or within AT&T's poles, ducts, and conduits pursuant to such license. Routine maintenance does not include the replacement or modification of CLEC's facilities in any manner which results in CLEC's attachments differing substantially in size, weight, or physical characteristics from the attachments described in CLEC's license.
- 12.03 Installation of Drive Rings and J-Hooks. CLEC may install drive rings and J-hooks on AT&T's poles for the attachment of drop wires as specified in this section.
- (a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to CLEC.

- (b) If attachment space has already been licensed to CLEC on a given AT&T pole, CLEC may install drive rings and J-hooks within the space assigned to CLEC (e.g., typically six inches above and six inches below CLEC's point of attachment on the pole if the point of attachment is in the center of the space assigned to CLEC) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in CLEC's licensed attachment space.
- (c) CLEC's first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to CLEC as provided in subsections (a) and (b) above; provided, however, that if attachment space already licensed to CLEC on a given AT&T pole is not adequate for CLEC's drive rings or J-hooks, CLEC may, when necessary, and without applying for or obtaining a new or amended license, install such drive rings and J-hooks assigned to AT&T or another joint user without the approval of AT&T or such other joint user and may not install drive rings and J-hooks in unassigned space in any manner which will block or preclude the subsequent occupancy or use of such space by AT&T or other joint users. If the presence of such CLEC facilities in space not assigned to CLEC will block or preclude the use of assigned or otherwise assignable space by AT&T or other joint users, CLEC shall, on AT&T's request, promptly relocate the facilities in order to accommodate the facilities of other users and shall bear all expenses associated with such relocation.
- (d) AT&T may not install drive rings and J-hooks in space assigned to CLEC without CLEC's approval and shall, at the CLEC's request, promptly relocate the facilities in order to accommodate CLEC's facilities and bear all expenses associated with such relocation. If AT&T drive above or below CLEC's licensed attachment space as described in subsection (b) above. No additional attachment charges shall apply with respect to drive rings and J-hooks installed outside CLEC's licensed attachment space as provided in this subsection.
- (e) If CLEC has not already been licensed attachment space on a given pole, CLEC may, when necessary, install drive rings and J-hooks on unassigned space on such pole without first obtaining a license for such attachment and shall, promptly following such installation, notify AT&T of the attachment. Such notification shall be made on a form to be developed by AT&T for this purpose and shall constitute an application for a license. Such application may be conditionally granted without a prelicense survey or other inquiry by AT&T, and AT&T shall not be required to process the application, log the attachment as an assignment in its outside plant records, or issue a permanent license unless its specifically requested by CLEC to do so; provided, however, that a conditionally granted application under this subsection shall be subject to revocation if it is subsequently determined that such attachment has been made in violation of subsection (e) of this section or other provisions of this Appendix. Drive-rings and J-hooks installed pursuant to this subsection are pole attachments and charges for such attachments shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders.
- (f) Notwithstanding the provisions of subsections (c)-(d) above, CLEC may not install drive rings and J-hooks in space rings or J-hooks have been installed in space subsequently assigned to CLEC, or if the presence of AT&T drive rings or J-hooks blocks or precludes the use of otherwise assignable space on AT&T's poles, AT&T shall, at the CLEC's request, relocate such facilities, if it is feasible to do so, as make-ready work.
- (g) CLEC shall, at the request of AT&T or another joint user, at the CLEC's expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on AT&T's poles other than as permitted in this section.

- 12.04 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 person or entity (including but not limited to AT&T, CLEC, other local service providers, and other joint users) 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. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify AT&T of such use and must either vacate the maintenance duct within 30 days or, with AT&T'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 a 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 party 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.
- 12.05 Responsibility for Maintenance of Facilities. Each party shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such party's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of AT&T's poles, ducts, conduits, and rights-of-way.
- 12.06 Information Concerning the Maintenance of CLEC's Facilities. Promptly after the issuance of a license, CLEC shall provide AT&T with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's facilities and shall thereafter notify AT&T of changes to such information. The manager responsible for routine maintenance of CLEC's facilities shall, on AT&T's request, identify any authorized contractor, or other person performing maintenance activities on CLEC's behalf at a specified site.

ARTICLE 13: MODIFICATION OF CLEC'S FACILITIES

- 13.01 Notification of Planned Modifications. CLEC shall notify AT&T in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole, or located in any AT&T duct or conduit. The notice shall contain sufficient information to enable AT&T to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present license or requires a new or amended license. No notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of AT&T's poles, ducts, or conduits, and having no effect on the ability of AT&T or joint users to use or have access to AT&T's poles, ducts, conduits, or rights-of-way.
- 13.02 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:
- (a) requires that the CLEC occupy additional space on AT&T's poles (except on a temporary basis in the event of an emergency);
 - (b) requires that the CLEC occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Appendix) in any AT&T duct or conduit except on a temporary basis in the event of an emergency;

- (c) results in the facilities attached being different from those described as authorized attachments in CLEC's present application, current license, notice of intent to occupy, or license application and supplemental documentation (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class);
 - (d) requires additional holding or loading capacity on a permanent basis.
- 13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Appendix.
- 13.04 Replacement of Facilities and Spinning/Overlapping Additional Cables. CLEC may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlap 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. CLEC will be required to ensure pole loadings are not exceeded.
- 13.05 Streamlined Procedures for the Issuance of Amended Licenses. AT&T may streamline procedures for the issuance of amended licenses with respect to proposed additions, relocations, replacements, or modifications of CLEC's facilities when it appears to AT&T that the proposed additions, relocations, replacements, or modifications will not require make-ready work by AT&T, will not interfere with AT&T's use of its poles, conduit systems, or facilities attached or connected thereto or contained therein, and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

ARTICLE 14: REARRANGEMENT OF CLEC'S FACILITIES

- 14.01 Notice of Planned Modifications. The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in its First Report and Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.
- 14.02 Rearrangement of CLEC's Facilities at AT&T's Request. CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by AT&T's own business needs or by factors outside of AT&T's control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to AT&T's poles, ducts, conduits, or rights-of-way.
- (a) CLEC agrees that the CLEC will cooperate with AT&T and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by CLEC 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 statutes, rules, regulations,

and commission orders, including the Pole Attachment Act and rules, regulations and commission orders thereunder.

- (b) CLEC shall make all rearrangements of its facilities within 60 days after receiving written notification by AT&T of the required rearrangements. AT&T may request that such modification be made within a shorter period of time, in which event CLEC shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:
- (1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);
 - (2) the timeliness of AT&T's request to CLEC;
 - (3) the nature and number of rearrangements sought;
 - (4) the impact on the ability of the parties and joint users to meet customer service needs; and
 - (5) risks of service interruption to customers of the parties and joint users.
- (c) Nothing contained in this article shall preclude CLEC from advising AT&T, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to AT&T's poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly and that it is highly desirable that all service providers utilizing AT&T's poles, ducts, and conduits enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements it is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 15.05 of this Appendix. The parties further agree that the provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.02 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party plans and practices which will enable it to make such emergency repairs.

- (a) Nothing contained in this Appendix 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.
- (b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to AT&T, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a party using the maintenance duct for emergency repair activities shall immediately notify AT&T of such use and must either vacate the maintenance duct within 30 days or, with AT&T'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 a 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 party occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.

- (c) If necessary, other unoccupied ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct has been assigned.

15.03 Designation of Emergency Repair Coordinators and Other Information. For each AT&T construction district, CLEC shall provide AT&T with the emergency contact number of CLEC's designated point of contact for coordinating the handling of emergency repairs of CLEC's facilities and shall thereafter notify AT&T of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. CLEC shall notify AT&T at the earliest practicable opportunity after discovering any condition on or in any of AT&T's poles, ducts, conduits, or rights-of-way requiring emergency repairs to AT&T's facilities and AT&T shall notify CLEC at the earliest practicable opportunity after discovering any condition on or in any of AT&T's poles, ducts, conduits, or rights-of-way requiring emergency repairs to CLEC's facilities.

15.05 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, CLEC, 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 in accordance with the following principles:

- (a) Emergency service restoration work requirements shall take precedence over other work operations.
- (b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, 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 and 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.
- (c) AT&T 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 are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When AT&T or CLEC reasonably believes that, due to the condition of either party's facilities placed on, within, or in the vicinity of AT&T's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of AT&T's or CLEC's facilities, or AT&T's or CLEC's ability to meet its service obligations, AT&T or CLEC may unilaterally perform such limited corrective work as may be necessary to

prevent or mitigate against the injury threatened. For example, if facilities have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, AT&T or CLEC may reattach them as provided in this section but shall not be obligated to do so.

- (a) Before performing any corrective work involving facilities, AT&T or CLEC shall attempt to notify the other party. After such notice has been given, the parties shall coordinate corrective work.
- (b) When an emergency situation exists such that advance notice and coordination are not practicable, AT&T or CLEC may perform corrective work without first giving notice to the other, and shall promptly notify the other of the corrective work performed and the reason why notice was not given.

15.07 Emergency Pole Replacements. CLEC agrees to cooperate fully with AT&T when emergency pole replacements are required.

- (a) When emergency pole replacements are required, AT&T shall promptly make a good faith effort to contact CLEC to notify CLEC of the emergency and to determine whether CLEC will respond to the emergency in a timely manner.
- (b) If notified by AT&T that an emergency exists which will require the replacement of a pole, CLEC shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a AT&T replacement pole, the transfer shall be in accordance with AT&T's placement instructions.
- (c) If CLEC is unable to respond to the emergency situation immediately, CLEC shall so advise AT&T and thereby authorize AT&T (or any joint user sharing the pole with AT&T) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on CLEC's behalf.

15.08 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with any emergency repairs of its facilities and transfers or rearrangements of its facilities associated with emergency pole replacements made in accordance with the provisions of this article.

- (a) 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.
- (b) CLEC agrees to reimburse AT&T for the costs incurred by AT&T for work performed by AT&T on CLEC's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by AT&T are for work performed in part for CLEC and in part for AT&T and third parties, CLEC shall only reimburse AT&T for CLEC's share of the costs.

ARTICLE 16: INSPECTION BY AT&T OF CLEC'S FACILITIES

16.01 AT&T's Right to Make Periodic or Spot Inspections. AT&T shall have the right, but not the duty, to make periodic or spot inspections at any time of CLEC's facilities attached to AT&T's poles or placed within AT&T's ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to AT&T's poles or placed in AT&T's conduit system are in compliance with the terms of this Appendix and licenses hereunder, AT&T may charge CLEC for inspection expenses only if the inspection reflects that the CLEC is in substantial noncompliance with the terms of this Appendix. If the inspection reflects that the CLEC's facilities are not in compliance with the terms of this Appendix, CLEC

shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify AT&T in writing when the facilities have been brought into compliance.

- 16.02 Report of Inspection Results. AT&T will provide CLEC the results of any inspection of CLEC's facilities performed under Section 16.01 of this Appendix.

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 17.01 Facilities to Be Marked. CLEC shall tag or otherwise mark all of CLEC's facilities placed on or in AT&T's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as CLEC's facilities.

- 17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(c) of this section, AT&T may, without notice to any person or entity, remove from AT&T's poles or any part of AT&T's conduit system any untagged or unmarked facilities, including any such facilities owned or used by CLEC, if AT&T determines that such facilities are not the subject of any current license authorizing their continued attachment to AT&T's poles or occupancy of AT&T's conduit system and are not otherwise lawfully present on AT&T's poles or in AT&T's conduit system.

- (a) Before removing any such untagged or unmarked facilities, AT&T shall first attempt to determine whether the facilities are being used by CLEC or any other firm, are authorized by any license subject to this Appendix, or are otherwise lawfully present on AT&T's poles or in AT&T's conduit system.
- (b) AT&T shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.
- (c) If the facilities appear to be facilities which are subject to a current license granted to CLEC under this Appendix, or if the facilities are otherwise lawfully present on AT&T's poles or in AT&T's conduit system, AT&T shall give written notice to CLEC requesting CLEC to tag or mark the facilities within 60 days and CLEC shall either tag the facilities within 60-day period, advise AT&T in writing of its schedule for tagging the facilities, or notify AT&T in writing that it disclaims ownership of or responsibility for the facilities. If CLEC disclaims ownership of or responsibility for the facilities, CLEC shall disclose to AT&T the identity of the owner or other party thought by CLEC to be responsible for the facilities.
- (d) If any of CLEC's facilities for which no license is presently in effect are found attached to AT&T's poles or within any part of AT&T's conduit system or rights-of-way, AT&T shall send a written notice to CLEC advising CLEC that no license is presently in effect with respect to the facilities. Within 30 days of receiving such notice, CLEC shall acknowledge receipt of the notice and submit to AT&T, in writing, an application for a new or amended license with respect to such facilities. CLEC shall be liable to AT&T for all fees and charges associated with the unauthorized attachments. Such fees and charges shall continue to accrue until the unauthorized attachments are removed from AT&T's poles, conduits 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 CLEC and its predecessors had continuously complied with all applicable AT&T licensing

requirements. In addition, CLEC shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date CLEC is notified by AT&T of the unauthorized attachment or occupancy. CLEC shall also rearrange or remove its unauthorized facilities at AT&T's request to comply with applicable placement standards and shall remove its facilities from any space occupied by or assigned to AT&T or another entity within 30 days of receiving notice to do so. CLEC shall pay AT&T for all costs incurred by AT&T in connection with any rearrangements, modifications or replacements necessitated as a result of the presence of CLEC's unauthorized facilities. All fees and charges associated with the unauthorized attachments shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. If CLEC does not obtain a new or amended license with respect to unauthorized facilities within the specified period of time, AT&T shall by written notice advise CLEC to remove its unauthorized facilities within 60 days from the date of notice and CLEC 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 may, at AT&T's option, remove CLEC's facilities at the CLEC's expense.

- 17.03 Updating of Plant Location Records. CLEC shall furnish AT&T, upon request, with such information as may from time to time be necessary for AT&T to correct and update AT&T's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space.

ARTICLE 18: REMOVAL OF CLEC'S FACILITIES

- 18.01 Responsibility for Removing Facilities. CLEC shall be responsible for and shall bear all expenses arising out of in connection with the removal of its facilities from AT&T's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.
- (a) CLEC shall give AT&T, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of AT&T's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name, telephone number of the manager responsible for the removal of the facilities, and the estimated dates when the removal of the facilities will begin and end.
 - (b) CLEC shall, if requested by AT&T to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by CLEC.
 - (c) Except as otherwise agreed upon in writing by the parties, CLEC must, after removing its facilities, plug all previously occupied ducts at the entrances to AT&T's manholes (if AT&T would itself plug the ducts under the same circumstances) in accordance with the standards set by AT&T for its operations, provided that such standards have been communicated in writing to CLEC at least 10 days in advance of the removal of CLEC's facilities.
 - (d) CLEC shall be solely responsible for the removal of its own facilities and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of CLEC's facilities from AT&T's poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of AT&T's poles, ducts, conduits, or rights-of-way.
 - (e) When CLEC no longer intends to occupy space on a pole or in a conduit CLEC will provide written notification to AT&T that it wishes to terminate the license with respect to such space and will

remove its facilities from the space described in the notice. Upon removal of CLEC's facilities, the license shall terminate and the space shall be available for reassignment.

- 18.02 Removal of Facilities Not in Active Use. At AT&T's request, CLEC shall remove from AT&T's poles, ducts, conduits, and rights-of-way any of CLEC's facilities which are no longer in active use; provided, however, that the CLEC shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. CLEC shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. CLEC shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.02(c) of this Appendix. CLEC shall not abandon any of its facilities by leaving them on AT&T's poles, in AT&T's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to AT&T's poles or any part of AT&T's conduit system, or on any public or private property (other than property owned or controlled by CLEC) in the vicinity of AT&T's poles, ducts, conduits, or rights-of-way.
- 18.03 Removal Following Termination of License. CLEC shall remove its facilities from AT&T's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the license authorizing the attachment of such facilities to AT&T's poles or the placement of such facilities in AT&T's ducts, conduits, or rights-of-way.
- 18.04 Removal Following Replacement of Facilities. Except as provided in Section 18.02, CLEC shall remove facilities no longer in service from AT&T's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date CLEC replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.04, 13.03, and 15.02 of this Appendix and not by this subsection.
- 18.05 Notice of Completion of Removal Activities. CLEC shall give written notice to AT&T stating the date on which the removal of its facilities from AT&T's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until CLEC's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Appendix, CLEC has plugged all previously occupied ducts at the entrances to AT&T's manholes as required by Section 18.01(c) of this Appendix, and the notice required by this section has been given.
- 18.06 Notice of AT&T's Intent to Remove Facilities. If CLEC fails to remove its facilities from AT&T's poles or conduit system, in accordance with the provisions of Sections 18.01 and 18.05 of this Appendix, AT&T may remove such facilities 60 days after giving CLEC written notice of its intent to do so. The notice shall state:
- (a) the date when AT&T plans to commence removal of CLEC's facilities, and that the CLEC may remove the facilities at the CLEC's sole cost and expense at any time before the date specified;
 - (b) AT&T's plans with respect to disposition of the facilities removed; and
 - (c) that the CLEC's failure to remove the facilities or make alternative arrangements with AT&T for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

- 18.07 Removal of Facilities by AT&T. If AT&T removes any of CLEC's facilities pursuant to this article, CLEC shall reimburse AT&T for AT&T's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.
- 18.08 Reattachment or Subsequent Attachment Following Removal. After CLEC's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to AT&T's poles or placed in AT&T's conduit system until CLEC has first submitted new applications for the facilities and complied with the provisions of this Appendix.
- 18.09 Termination of Licenses After Removal of Facilities. CLEC agrees to provide written notice to AT&T when it ceases to use facilities attached to AT&T's poles or placed in any part of AT&T's conduit system. Upon the giving of such notice and the removal of such facilities, CLEC's license with respect to such facilities and the space occupied by those facilities shall terminate.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

- 19.01 Application Fee. AT&T will charge CLEC an Application Fee for each application requesting access to poles, conduits and rights-of-way, as set forth in the Pricing Schedule.
- 19.02 Intentionally left blank.
- 19.03 Semiannual Attachment and Occupancy Fees. AT&T's semiannual fees for attachments to AT&T's poles and occupancy of AT&T's ducts and conduits are specified in the Pricing Schedule. For all attachments to AT&T's poles and occupancy of AT&T's ducts and conduits, CLEC agrees to pay AT&T's semiannual charges as specified in the Pricing Schedule.
- 19.04 Billing for Attachment and Occupancy Fees. Semiannual attachment and occupancy fees under this Appendix and licenses issued hereunder shall be payable in advance. Fees for pole attachments shall be based on the number of poles attachments for which licenses have been issued as of the date of billing by AT&T, shall be determined in accordance with the schedule of charges set forth in the Pricing Schedule, and shall be payable semiannually in advance. Fees for conduit occupancy shall be based on the number of duct feet subject to occupancy by CLEC under licenses issued as of the date of billing by AT&T, shall be determined in accordance with the schedule of charges set forth in the Pricing Schedule, and shall be payable semiannually in advance. Pole attachment and conduit occupancy space assigned to CLEC prior to the issuance of a license shall be billed in the same manner as if a license had been issued.
- (a) Bills shall be submitted to CLEC for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.
 - (b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.
 - (c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of CLEC's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.
- 19.05 Pre-license Survey Fees. With respect to pre-license surveys conducted by AT&T pursuant to Section 9.05 of this Appendix, AT&T may charge CLEC the Pre-License Survey Fees in the Pricing Schedule.

- 19.06 Make-Ready Charges. CLEC agrees to pay make-ready charges, if any, as specified in this section. AT&T may recover from CLEC the costs of make-ready work performed by AT&T or persons acting on AT&T's behalf. AT&T will require payment of the full amount in advance, subject to true up.
- 19.06A Charges for Work Performed by AT&T Employees. Except as otherwise specifically required by applicable commission orders, AT&T's charges to CLEC for work performed by AT&T employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over AT&T's charges for work performed by AT&T employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures within General Terms and Conditions. Notwithstanding the execution of this Appendix, CLEC shall have the right to challenge the methodology utilized by AT&T to determine hourly rates for AT&T employees at any time in any forum having jurisdiction over the subject matter.
- 19.07 Due Date for Payment. For all fees and charges other than make ready charges, each bill or invoice submitted by AT&T to CLEC for any fees or charges under this Appendix shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. CLEC agrees to pay each such bill or invoice on or before the stated due date.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

- 20.01 Bond May Be Required. AT&T may require CLEC, authorized contractors, and other persons acting on CLEC'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 their respective obligations arising out of or in connection with this Appendix only as provided in subsections (a)-(b) of this section. Bonds shall not be required for entities meeting all self-insurance requirements of Section 22.02 of this Appendix.
- (a) If CLEC elects to perform facilities modification, capacity expansion, or make-ready work under Section 6.08(c) or Sections 10.02-10.05 of this Appendix, AT&T may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute bonds equivalent to those which would be required by AT&T if the work had been performed by contractors, subcontractors, or other persons selected directly by AT&T. No bonds shall be required of CLEC, authorized contractors, or other persons acting on CLEC's behalf except in those situations where a bond would be required if the work were being performed on AT&T's behalf.
- (b) No other bond shall be required of CLEC to secure obligations arising under this Appendix absence of due cause and justification.
- (c) If a bond or similar form of assurance is required of CLEC, an authorized contractor, or other person acting on CLEC's behalf, CLEC shall promptly submit to AT&T, upon request, 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 canceled, changed or materially altered without first providing AT&T 60 days written notice.
- (d) AT&T may communicate directly with the issuer of any bond issued pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

ARTICLE 21: INTENTIONALLY LEFT BLANK

ARTICLE 22: INSURANCE

22.01 Insurance Required. CLEC shall comply with the insurance requirements specified in this section.

- (a) Unless CLEC has provided proof of self-insurance as permitted in Section 22.02 below, CLEC shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name AT&T as an additional insured and shall include provisions requiring the insurer to give AT&T notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting AT&T's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.
- (b) Exclusions from coverage or deductibles, other than those expressly permitted in EXHIBIT IV, must be approved in writing by AT&T.
- (c) Authorized contractors and other contractors performing work on, within, or in the vicinity of AT&T's poles, ducts, conduits, or rights-of-way on CLEC's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on AT&T's behalf. CLEC shall be responsible for securing compliance by its contractors with this requirement and shall be liable to AT&T for any damages resulting from its failure to do so.
- (d) Self-insurance shall be permitted for persons and entities (including but not limited to CLEC and authorized contractors) meeting the self-insurance requirements set forth in Section 22.02 of this Appendix.

22.02 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.

- (a) CLEC shall submit to AT&T adequate proof (as determined by AT&T) that the companies insuring CLEC are providing all coverages required by this Appendix. CLEC's insurers shall provide AT&T with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to AT&T.
- (b) AT&T will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. AT&T will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is a least 10 times the minimum liability limits set forth in Exhibit IV and AT&T is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

22.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 22.02, must be in effect before AT&T will issue pole attachment or conduit occupancy licenses under this Appendix and shall remain in force until all of CLEC's facilities have been removed from AT&T's poles, ducts, conduits, and rights-of-way.

22.04 Failure to Obtain or Maintain Coverage. CLEC's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of this Appendix and licenses subject to policies of insurance required under this Appendix will be canceled or changed in any

manner which will result in CLEC's failure to meet the requirements of this Appendix, AT&T may terminate this Appendix and all licenses subject to this Appendix not less than 60 days after giving CLEC written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless CLEC has obtained (or made arrangements satisfactory to AT&T to obtain) the required coverage from another source. In the alternative, AT&T may, in its sole discretion, elect to take such action as may be necessary to keep the policy in effect with the required coverages.

ARTICLE 23: INTENTIONALLY LEFT BLANK

ARTICLE 24: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

- 24.01 Termination of Appendix Due to Non-Use of Facilities. CLEC shall, by written notice to AT&T, terminate this Appendix if CLEC ceases to do business in this State, or ceases to make active use of AT&T's poles, ducts, conduits, and rights-of-way in this State.
- 24.02 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches. CLEC's access to AT&T's poles, ducts, conduits, and rights-of-way will not materially interfere with or impair service over any facilities of AT&T or any joint user, cause material damage to AT&T's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of AT&T or any joint user, or create serious hazards to health or safety of any persons working on, within, or in the vicinity of AT&T's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, AT&T may limit, terminate or refuse access if CLEC violates this provision; provided, however, that such limitation, termination or refusal will be limited to CLEC's access to poles, ducts, conduits, and rights-of-way located in the AT&T construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable CLEC to adopt suitable controls to prevent further violations, and shall be subject to review, at the CLEC's request, pursuant to the dispute resolution procedures set forth in this Appendix (or, if applicable, the parties' Interconnection Agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event CLEC invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.
- 24.03 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either party, the aggrieved party may give written notice of such claimed breach as provided in this section.
- (a) The notice shall set forth in reasonable detail:
- (1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;
 - (2) the action believed necessary to cure the alleged breach; and
 - (3) any other matter the complaining party desires to include in the notice.
- (b) Except as provided in Section 24.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and (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 (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; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Appendix, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.

- (c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

ARTICLE 25: INTENTIONALLY LEFT BLANK

ARTICLE 26: INTENTIONALLY LEFT BLANK

ARTICLE 27: CONFIDENTIALITY OF INFORMATION

- 27.01 Information Provided by CLEC to AT&T. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by CLEC to AT&T in connection with this Appendix (including but not limited to information submitted in connection with CLEC's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "Confidential" or "Proprietary" information of CLEC and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to CLEC's review of records regarding a particular market area, or relating to assignment of space to CLEC in a particular market area, and further includes knowledge or information about the timing of CLEC's request for or review of records or its inquiry about AT&T facilities. This article does not limit the use by AT&T of aggregate information relating to the occupancy and use of AT&T's poles, ducts, conduits, and rights-of-way by firms other than AT&T (that is, information submitted by CLEC and aggregated by AT&T in a manner that does not directly or indirectly identify CLEC).
- 27.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by CLEC to AT&T in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 27.03 to 27.06.
- 27.03 Permitted Uses of CLEC's Confidential or Proprietary Information. AT&T and persons acting on AT&T's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize CLEC's Confidential or Proprietary information for the following purposes (a) posting information, as necessary, to AT&T's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T's poles, ducts, conduits, and rights-of-way and any AT&T facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing AT&T's obligations under this Appendix and similar agreements with third parties; (d) performing AT&T's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of AT&T's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for AT&T's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining AT&T's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

- 27.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to CLEC may be made available to personnel of third parties seeking access to AT&T's records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.03 of this Appendix.
- 27.05 Defense of Claims. In the event of a dispute between AT&T and any person or entity, including CLEC, concerning AT&T's performance of this Appendix, 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 may utilize Confidential or Proprietary information submitted by CLEC in connection with this Appendix 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 shall not disclose CLEC's Proprietary or Confidential Information without first, at AT&T's option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.
- 27.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding AT&T 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 shall not disclose CLEC's proprietary or confidential information without first, at AT&T's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of CLEC's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 27.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from CLEC pursuant to this Appendix are authorized or permitted without CLEC's express written consent.
- 28.0 Reservation of Rights/Intervening Law
- 28.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement is legitimately related to this Appendix and shall apply to all the rates, terms and conditions set forth in this Appendix.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
AT&T
BY AT&T OPERATIONS, INC., ITS AUTHORIZED AGENT

By: _____
Signature of AT&T's Authorized Officer/Employee:

Name of AT&T's Authorized Officer/Employee (Printed or Typed)

Position/Title of AT&T's Authorized Officer/Employee

Date

CLEC

By: _____
Signature of CLEC's Authorized Officer/Employee

Name of CLEC's Authorized Officer/Employee (Printed or Typed)

Title of CLEC's Authorized Officer/Employee

Date

EXHIBIT I

POLE AND CONDUIT ATTACHMENT RATES

AT&T may charge reasonable, cost based ancillary fees to recover administrative costs incurred in processing CLEC's request for pole attachments and conduit space. The rates are set forth in the Pricing Schedule.

**EXHIBIT II
IDENTIFICATION OF APPLICANT (KENTUCKY)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: _____.

Applicant's principal place of business is located in the State of _____.

Applicant does business under the following assumed names:

_____.

Applicant is:

a corporation organized under the laws of the State of _____,
charter no. _____;

a partnership organized under the laws of the State of _____;
or

another entity, as follows: _____.

Applicant represents that Applicant is:

(1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6));

(2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

(3) a person or entity which is neither (1) nor (2) above, as follows:

**EXHIBIT III
ADMINISTRATIVE FORMS AND NOTICES (KENTUCKY)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to AT&T's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by AT&T to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by AT&T to CLEC and others.

- SW-9433: Pole Attachments
- SW-9434: Access Application and Make-Ready Authorization
- SW-9435: Conduit Occupancy
- SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee
- SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant
- SW-9436C: Notification of Unauthorized Attachments by Applicant

EXHIBIT IV INSURANCE REQUIREMENTS (KENTUCKY)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Exhibit, the term "premises" refers to any site located on, within, or in the vicinity of AT&T's poles, ducts, conduits, or rights-of-way and any location where CLEC or any person acting on CLEC's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to CLEC and All Persons and Entities Acting on CLEC's Behalf. CLEC shall maintain, at all times during the term of this Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover CLEC but all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at the premises described in 1) above. CLEC should require that all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. CLEC shall maintain, at all times during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. CLEC shall require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by CLEC.

4) General Liability Insurance. To protect AT&T from any liability for bodily injury or property damage, CLEC shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to AT&T. AT&T shall be added as an additional insured in the standard policy or an endorsement thereto. CLEC shall also require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide General Liability coverage with the same limits and with AT&T added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by CLEC.

a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of CLEC and any contractor, subcontractor, or other person or entity acting on CLEC's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

1) Personal Injury and Advertising Injury coverage.

2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.

- 3) Independent Contractors coverage to provide protection for CLEC's contractors, subcontractors, and other persons or entities acting on CLEC's behalf.
 - 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
 - 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
 - 6) Contractual Liability coverage to provide financial responsibility for CLEC to meet its indemnification obligations.
 - 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of CLEC and damage to work performed by or on behalf of CLEC.
- b) Minimum policy limits shall be as follows:

General Aggregate Limit: \$1,000,000.

Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.

Sublimit for personal injury and advertising: \$1,000,000.

Products/Operations Aggregate Limit: \$1,000,000.

Each occurrence sublimit for Products/Operations: \$1,000,000.

- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- d) Policy language or endorsements adding AT&T as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting AT&T from any liability for bodily injury or property damage arising out of CLEC's operations.
- 5) Automobile Liability Insurance. The parties contemplate that CLEC and personnel acting on CLEC's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights-of-way, in the vicinity of AT&T' poles, ducts, conduits, and rights-of-way. Accordingly, CLEC shall maintain, at all times during the term of the Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by CLEC or by any person or entity acting on CLEC's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of AT&T's poles, ducts, conduits, or rights-of-way.
- 6) Layering of General Liability and Automobile Liability coverages. CLEC's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is

written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Agreement.

- 7) Deductibles. No deductibles shall be allowed without the express written consent of AT&T.
- 8) Claims Made Policies. Claims Made Policies will not be accepted.
- 9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to AT&T, must be received by AT&T prior to the issuance of any licenses pursuant to the Agreement and before CLEC or any person acting on CLEC's behalf performs any work on the premises described in 1) above.

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate AT&T as an Additional Insured.
- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT."

A certificate which does not include the phrase "or materially changed" does not meet AT&T's requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet AT&T's requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

- e) The certificate holder shall be:

Jackie Wynn
3535 Colonnade Parkway
Birmingham, AL 35243
205-977-7626

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from AT&T to any variance from or alteration of any requirement set forth in this Exhibit and shall not be construed as a waiver by AT&T of any rights under the Agreement.

10) Rating of Insurers. AT&T requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon CLEC's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

EXHIBIT V
NONDISCLOSURE AGREEMENT (KENTUCKY)

Nondisclosure Agreement (AT&T Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the ___ day of _____, 20___, has been entered into by and between AT&T ("AT&T KENTUCKY"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by AT&T. The parties stipulate and agree as follows:

1) AT&T maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which AT&T owns or controls. AT&T represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which AT&T intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including AT&T's competitors.

2) AT&T has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by AT&T.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by AT&T, or, if an individual, that he or she is acting on behalf of _____, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to AT&T's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize AT&T's poles, ducts, conduits, and rights-of-way.

4) AT&T agrees that permitted uses of records and information concerning AT&T's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by AT&T are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by AT&T not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to AT&T's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and

information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to AT&T a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without AT&T's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of AT&T's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any AT&T records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by AT&T to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of AT&T's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: "**PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (AT&T POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY).**"

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of AT&T's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by AT&T (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by AT&T and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify AT&T in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, AT&T may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that AT&T's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in

irreparable injury to AT&T. In the event of any breach of this Agreement for which legal or equitable relief is sought, AT&T shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by AT&T in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Kentucky.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

Recipient (Print or Type Name)

AT&T

By _____
Signature of Recipient or Representative

By _____
Signature

Name (Printed or Typed)

Name (Printed or Typed)

Address

Address

City, State, and Zip Code

City, State, and Zip Code

Phone

Phone

Date

Date

EXHIBIT VI
NOTICES TO CLEC
(KENTUCKY)

**EXHIBIT VII
NOTICES TO AT&T
(KENTUCKY)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Exhibit, all notices to AT&T shall be given to the Utility Liaison Supervisor (ULS) designated in EXHIBIT VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to AT&T's poles, ducts, conduits, and rights-of-way and serving as CLEC's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

- 7.01 Notification of Designation of Primary Point of Contact
- 7.03(a) Notification of intent to review records
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.05(e) Notification Regarding Make-Ready Work
- 12.03(d) Notification of placing J-hook on non-licensed pole
- 12.04 Notification of occupation of maintenance duct for short-term use
- 12.06 Notification of CLEC's maintenance contact
- 13.01 Notification of planned modifications
- 14.02(c) Notification of CLEC's desire to add to or modify its existing attachment
- 15.02(b) Notification of occupation of maintenance duct for short-term emergency use
- 15.03 Notification of emergency repair coordinators

- 16.01 Notification that facilities have been brought into compliance
- 17.02(c) Disclaimer of ownership or responsibility for untagged facilities
- 18.01(a) Notice of intent to remove facilities
- 18.01(e) Notice of intent to terminate license
- 18.06 Notification of AT&T's intent to remove CLEC's facilities
- 20.01(c) Notification of change of bond
- 24.01 Notification of termination
- 24.03 Notification of cure of breach

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to AT&T's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

- 6.05(a) Notifications relating to electrical interference
- 6.09(h) Notifications of unsafe conditions
- 6.11(a) Notification of manhole entry
- 6.13(c) Notification of environmental contaminants
- 10.02(b) Notification of materials required for self-provisioning of inner duct
- 15.04 Notification of conditions requiring emergency repair
- 15.06(a) Notification of performing corrective work on emergency repair. (advanced notice)
- 15.06(b) Notification of performing corrective work on emergency repair. (no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as CLEC's initial point of contact, will provide additional information to CLEC concerning notification procedures for notices to be given to LSPC. Questions to AT&T concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide CLEC legal advice with respect to notice requirements. Questions by CLEC's personnel and other persons acting on CLEC's behalf concerning CLEC's legal obligations should be directed to CLEC's legal counsel or such other personnel as CLEC may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Exhibit may be made by AT&T from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

**EXHIBIT VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR
(KENTUCKY)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Kentucky is named below. Notices to the Utility Liaison Supervisor should be addressed as follow:

Jackie Wynn
3535 Colonnade Parkway
Birmingham, AL 35243
205-977-7626

PRE-OCCUPANCY POLE ATTACHMENTS SURVEY

FIRM'S NAME: _____
 AGREEMENT NO: _____
 APPLICATION NO: _____

Wire Center _____ TYPE: _____
 (CATV, Telecom, Other)

Item #	Record #	Pole #	Ownership SWBT or Power	Street Address	Proposed Attachment Height	Guy Req'd Y or N	Make Ready Work Y or N	Make Ready Description	Pole Mntd Apparatus Height
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
	TOTAL								

Number of Cables _____
 Weight/per ft. and Size/ O.D. _____
 Number and Types of Strands _____

Other Notes: _____

SIGNED: _____ DATE: _____
 SWBT's Representative TIME: _____

SIGNED: _____ DATE: _____
 Applicant's Representative TIME: _____

Official File Copy, If Checked in Red

Name of Applicant _____
 Agreement No. _____
 Application No. _____

Assignment/Access/Occupancy

As specified in the attached documents, and in accordance with the terms and conditions of the Master Agreement between SWBT and Applicant; application is hereby made for occupancy of space through a nonexclusive license of communication facilities to access the quantity of SWBT facilities indicated below:

_____ **SWBT Poles** _____ **Feet SWBT Whole Duct** _____ **Feet SWBT Innerduct**

Applicant authorizes SWBT to perform the required pre-licensing survey including any field inspections required to evaluate capacity, safety, reliability, and engineering standards; and to determine the cost, if any, of required modifications or make-ready work.

Effective Date _____ Assignment Expiration Date _____

Applicant's Estimated Construction Start Date: _____

Applicant's Estimated Construction Completion Date: _____

Authorized by Applicant: _____
 Signature Title

Date: _____

Make-Ready Work

Estimated Costs	Hours		Rate	Total
<i>Constr. Labor</i>	_____	X	\$ _____	\$ _____
<i>Material</i>	xxx	X	\$ xxx	\$ _____
<i>Engr. Design</i>	_____	X	\$ _____	\$ _____
TOTAL				\$ _____

Estimated SWBT Completion Date _____

- No Make-Ready Work Required.
- Make-Ready Work will be completed by applicant's authorized contractor.
- I authorize SWBT to complete the required make-ready work. Costs will be based upon actual costs incurred by SWBT.

_____ Date _____
 Applicant's Signature Title

LICENSE NO. _____ Authorized by SWBT: _____
 Signature Title

DATE: _____

Official File Copy, If Checked in Red



PRE-OCCUPANCY CONDUIT SURVEY

FIRM'S NAME: _____
AGREEMENT NO: _____
APPLICATION NO: _____

Wire Center _____

TYPE: _____
(CATV, Telecom, Other)

Item #	Oper. #	Record #	Manhole #	Street Address	Distance to Next Manhole (Ctr to Ctr)	Proposed Duct or Innerduct	Make Ready Work Y or N	Make Ready Description
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
TOTAL					0			

Number of Cables _____
Size of Cable (O.D. Inches) _____

Splice Information Manhole # _____ Details _____
 Splice Information Manhole # _____ Details _____
 Slack Loop Information Manhole # _____ Details _____
 Slack Loop Information Manhole # _____ Details _____

SIGNED: _____ DATE: _____
SWBT's Representative TIME: _____

SIGNED: _____ DATE: _____
Applicant's Representative TIME: _____

Official File Copy, If Checked in Red

**NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT LICENSE BY LICENSEE**

Page _____ of _____

Southwestern Bell Telephone Company:

In accordance with the terms and conditions of the Licensee Agreement between us, dated _____, _____ notice is hereby given that the licenses covering attachments to the following poles and/or anchors and/or utilization of anchor/guy strand is surrendered (or modified as indicated in Licensee's prior notification to Licensor, dated _____, _____) effective _____.

	POLE NO.	ANCHOR A/GS (ASSOC. POLE. NO.)	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Date Notification Received: _____
Date Modification Accepted: _____
By: _____
Discontinued:
Poles: _____
Anchors: _____
Anchor/Guy Strands: _____

Name of Licensee

By: _____

Title: _____

**NOTIFICATION OF SURRENDER OR MODIFICATION
OF CONDUIT OCCUPANCY LICENSE BY APPLICANT**

License Agreement #: _____ (Applicant)
 _____ (Address)

In accordance with the terms and conditions of the Licensing Agreement between us, dated _____, _____ notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified as indicated in Applicant's prior notification to SWBT, dated _____, _____) effective _____.

	CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC./TAGS RMVD. OR MODIFIED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

S W B T	Date Notification Received: _____
	Date Modification Accepted: _____
	By: _____
	Discontinued: _____
	Total Duct Footage: _____

_____ (Applicant)
 By: _____ (Name of Authorized Agent)
 Title: _____ (Title of Authorized Agent)



Southwestern Bell
Telephone

NOTIFICATION OF UNAUTHORIZED ATTACHMENTS BY APPLICANT

Applicant Name: _____

In accordance with the terms and conditions of the Licensee Agreement between us, dated _____, _____ notice is hereby given that the license covering attachments to the following is unauthorized (as indicated in Applicant's prior lease agreement to SWBT, dated _____, _____) effective _____.

Southwestern Bell Telephone

By: _____

Title: _____

	POLE NO. OR CONDUIT #	LOCATION (ASSOC. POLE NO.) MANHOLES Involved	LIC. NO. & DATE	UNAUTHORIZED ATTACHMENT	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

**SKETCH OF
UNAUTHORIZED
ATTACHMENTS**

ATTACHED

Date Notification Sent: _____

Name of Applicant

By: _____

Title: _____

ATTACHMENT 14: LOCATION ROUTING NUMBER – PERMANENT NUMBER PORTABILITY

1. Provision of Local Number Portability

1.1 AT&T and CLEC shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act.

2. Location Routing Number - Permanent Number Portability (LRN-PNP)

2.1 AT&T and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, NANC (North American Numbering Council) guidelines, and other Industry guidelines as provided for in Section 2.2 of this Attachment.

2.2 Requirements for LRN-PNP

2.2.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.2.2 LRN-PNP employs an "N-1" Query Methodology.

2.2.2.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing 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 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.

2.2.2.2 For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an external database query and pass the call to the appropriate terminating carrier.

2.2.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-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 LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP, AT&T may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that AT&T's queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service AT&T provides its own customers and end-users, and that queries to NXXs where the first number has not been ported are not charged to the "N-1" Carrier.

- 2.2.4 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 2.2.5 If a Party chooses not to fulfill its N-1 carrier responsibility, The other party will perform queries, on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.
- 2.2.6 The party not performing its N-1 responsibilities shall be responsible for payment of charges to the other party for any queries made on the N-1 carrier's behalf, pursuant to the terms and conditions set forth in CFR 47, Section 52.33 and based upon rates filed and approved in applicable AT&T tariffs, when one or more telephone numbers have been ported in the called telephone number's NXX.
- 2.2.7 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

2.3 SMS Administration

- 2.3.1 AT&T and CLEC shall cooperate to facilitate the expeditious deployment of LRN-PNP based LNP through the process prescribed in the documents referenced in Section 2.1.1 of this Attachment including, but not limited to development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

2.4 Ordering

- 2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.
- 2.4.2 Both Parties agree to provide, a Firm Order Confirmation (FOC) within industry defined time frames when an LSR is sent to one Party by the other Party.
- 2.4.3 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.

3. Requirements for PNP

3.1 LNP Process

- 3.1.1 AT&T and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. For cutover to LRN-PNP, both AT&T and CLEC agree to update their switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as close to the requested time as possible, not to

exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.

- 3.1.2 AT&T 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 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).
- 3.1.3 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 3.1.4 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. 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, unless the unconditional PNP (10-digit) trigger is set. 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 and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and AT&T recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.
- 3.1.5 The Party from whom a number is porting will set the 10-digit trigger, at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.
- 3.1.6 Provisioning of Order Coordination and FDT Orders:
 - 3.1.6.1 AT&T offers an optional Order Coordination service, as set forth in this Attachment and Attachment 27A, Additional Operational Support, Section 2.2, that permits CLEC to request AT&T to hold translations in the donor switch until CLEC gives verbal instruction to implement the porting. When CLEC orders Order Coordination service, AT&T shall charge and CLEC agrees to pay for service at the "additional time and material" rates set forth in the applicable Pricing Schedule .
 - 3.1.6.2 AT&T agrees that CLEC may use AT&T Frame Due Time (FDT) process or Order Coordination process for migration requests on unbundled 2-wire Loops with LNP.
 - 3.1.6.3 CLEC shall order these services from AT&T by delivering to AT&T a valid Local Service Request (LSR), and AT&T shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.
 - 3.1.6.4 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If AT&T cannot comply

with the request, in its FOC, AT&T will designate a due date that AT&T commits to meet.

- 3.1.6.5 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.
- 3.1.6.6 AT&T shall test for dial tone and ANI supplied by the CLEC switch to the designated pair assignment by testing through the tie cable provisioned between AT&T main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by AT&T no later than 24 hours prior to the cut. If AT&T finds problems during pre-testing, AT&T shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.
- 3.1.6.7 For Order Coordination orders, CLEC shall call AT&T to initiate the cut not sooner than 10 minutes prior to the scheduled cut time or 30 minutes after the scheduled cut time. If CLEC does not call within these timeframes, CLEC will be required submit a supplemental LSR in a timely manner.
- 3.1.6.8 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in the performance measurements incorporated by reference into Attachment 17 of this Agreement.

3.2 Obligations of Parties

- 3.2.1 When purchasing the SPNP Database Query, CLEC will access AT&T facilities via an SS7 link: the applicable AT&T - Access Service Tariff, to the AT&T STP.
- 3.2.2 When CLEC requests that an NXX in an LRN capable AT&T switch become portable, The Parties shall follow the industry standard LERG procedure.
- 3.2.3 The Parties shall be certified by the Regional NPAC prior to scheduling Inter-company testing of PNP.
- 3.2.4 The Parties shall adhere to AT&T Local Service Request (LSR) format and PNP due date intervals.

3.3 Intentionally Left Blank.

3.4 Limitations of Service

- 3.4.1 Neither Party shall be required to provide number portability for excluded numbers defined by FCC orders, as updated from time to time, e.g., 500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (i.e., numbers used internally by either Party for its business purposes), and others as excluded by FCC rulings issued from time to time) under this Agreement. The term "Official Communications Service (OCS)" means the internal telephone numbers used by AT&T or CLEC.

3.4.2 Telephone numbers can be ported only within AT&T rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

3.4.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN.

3.5 Mass Calling

3.5.1 Both AT&T and CLEC are required to offer number portability of telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria and the LNPA Working Group High Volume Call-In Report to the NANC of February 18, 1998, subject to technical feasibility, until such time as they may be modified by NANC or the FCC.

3.6 Operator Services, LIDB/LVAS and Directory Assistance

3.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

3.6.2 If Integrated Services Digital Network User Part (ISUP) signaling is used, AT&T shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor – Lucent Technologies, Inc.]

3.7 Porting of DID Block Numbers

3.7.1 AT&T and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

3.7.2 AT&T and CLEC shall permit customers who 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; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) SWBT should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block.

4. Pricing

4.1 The Parties agree that FCC approved rates in the applicable AT&T Access Services Tariff are applicable to the pricing of PNP queries.

4.2 The parties agree not to charge for the ordering, provisioning, or conversion of ported telephone numbers as a means to recover the cost associated with LNP.

5. Reservation of Rights/Intervening Law

5.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 15: E911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

This Attachment 15: E911 sets forth the terms and conditions under which AT&T will provide the connection between CLEC's local switch and E911 Universal Emergency Number Service.

1.0 DEFINITIONS

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 **E911 Universal Emergency Number Service or E911 Service** (also referred to as Expanded 911 Service or Enhanced 911 Service) - A telephone exchange communication service whereby a public safety answering point (PSAP) designated by the E911 customer may receive and answer telephone calls placed by dialing 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 (SR).
- 1.2 **E911 Universal Emergency Number Service Customer** - A municipality or other state or local governmental 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 the minimum, for emergency police and fire service through the use of one telephone number, 911.
- 1.3 **Public Safety Answering Point (PSAP)** - 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 respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.4 **Automatic Number Identification (ANI)** - The telephone number associated with the access line from which a call to 911 originates.
- 1.5 **Automatic Location Identification (ALI)** - 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.
- 1.6 **Selective Routing (SR)** - 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.
- 1.7 **Database Management System (DBMS)** - A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or Automatic Location Identification (ALI) E911 systems.
- 1.8 **ALI Database** - A database which stores information associated with end user customers' telephone numbers.

- 1.9 **"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.
- 1.10 **"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.
- 1.11 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 1.12 **"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).
- 1.13 **"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 standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 1.14 Centralized Automatic Message Accounting (CAMA) Trunk – A trunk capable of transmitting Automatic Number Identification associated with E911 Customer calls from a switch to the E911 Network.

2.0 **AT&T RESPONSIBILITIES**

- 2.1 AT&T shall provide and maintain equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when AT&T is the 911 Service Provider AT&T shall provide 911 Service to CLEC as described in this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and AT&T is the 911 Service Provider. This shall include the following:
- 2.1.1 CLEC shall order and AT&T shall provide 911 trunks in accordance with industry standards, and AT&T shall provide such trunks within the time frames of 10 business days for transport facilities (T1), and 20 business days for trunks upon receipt of a clean and accurate ASR from CLEC. Pursuant to these guidelines an expedite request on 911 trunks will not be granted to CLEC.
- 2.2 **Call Routing**
- 2.2.1 AT&T will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 2.2.2 AT&T 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 will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by CLEC, but no ANI record is found in the E911 DBMS, AT&T will report this "No Record Found" condition to CLEC in accordance with NENA standards.
- 2.3 **Facilities and Trunking**
- 2.3.1 Upon written request by CLEC, AT&T shall, in a timely fashion, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR (Selective Router) based upon the

standards set forth in the most recent NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

- 2.3.2 AT&T shall provide and maintain sufficient dedicated E911 trunks from AT&T's selective router ("SR") to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 2.3.3 AT&T will provide facilities to interconnect CLEC as specified in the Interconnection Trunking Requirements (ITR) and Network Interconnection Methods (NIM) Appendices of this agreement. CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities.
- 2.3.4 Intentionally Left Blank.
- 2.3.5 AT&T and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T SR(s).
- 2.4 Database
 - 2.4.1 AT&T's 911 database vendor shall store CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC shall contact AT&T's 911 database vendor directly to request the electronic interface that allows CLEC to provide updates to the ALI/DMS database. CLEC or its representative(s) is responsible for electronically providing End User 911 Records to the AT&T 911 database vendor and updating this information on a daily basis. AT&T shall not be liable for the transactions between CLEC and AT&T's 911 database vendor.
 - 2.4.2 AT&T shall coordinate access to the AT&T E911 DBMS for the initial loading and updating of CLEC End User 911 Records.
 - 2.4.3 AT&T's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed as specified by AT&T's 911 database vendor only in the event that DBMS is not functioning properly.
 - 2.4.4 It is the CLEC's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T's 911 database vendor on a daily basis. Corrective action is described in the CLEC Users Guide to E911 for Facility Based Providers on the AT&T Interconnection website and CLEC shall conform to these standards
 - 2.4.5 AT&T shall provide CLEC with a file containing the Master Street Address Guide (MSAG) for CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and AT&T is the 911 service provider.
 - 2.4.6 Where AT&T manages the DBMS, AT&T's 911 database vendor shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

3.0 CLEC RESPONSIBILITIES

- 3.1 Call Routing

3.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the AT&T SR office of the E911 system, where AT&T is the 911 Service Provider.

3.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T 911 Selective Router.

3.2 Facilities and Trunking

3.2.1 CLEC shall provide interconnection with each AT&T 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.

3.2.2 CLEC may place its 911 traffic on facilities that CLEC has leased from an underlying carrier.

3.2.3 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

3.2.4 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 each AT&T 911 SR, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

3.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the AT&T SR.

3.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated AT&T 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

3.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AT&T 911 SR.

3.2.8 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 or duly authorized Governmental Authority.

3.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from AT&T.

3.2.10 CLEC will cooperate with AT&T to promptly test all 911 trunks and facilities between CLEC's network and the AT&T 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties. CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). AT&T will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising AT&T of the circuit identification and the fact that the circuit is a 911 circuit when notifying AT&T of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T will refer network trouble to CLEC if no defect is found in AT&T's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

3.3 Database

- 3.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T's 911 database vendor for inclusion in AT&T's DBMS on a timely basis. AT&T and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records based on established NENA standards.
- 3.3.1 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.
- 3.3.2 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.
- 3.3.3 CLEC is responsible for providing AT&T's 911 database vendor updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T 911 DBMS.
- 3.3.4 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

3.4 Other

- 3.4.1 CLEC is responsible for collecting from its retail End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or retail End Users by any municipality or other governmental entity within whose boundaries the LEC provides local exchange service.

4.0 Intentionally Left Blank.

5.0 RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated AT&T 911 Selective Router(s).

6.0 METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the principles expressed in the recommended standards published by NENA.

7.0 CONTINGENCY

- 7.1 The terms and conditions of this Attachment represent a negotiated plan for providing E911 service.
- 7.2 The Parties agree that the E911 service is provided 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 and CLEC. These specifications shall be documented in the CLEC Users Guide to E911 for Facility based Providers.

8.0 BASIS OF COMPENSATION

8.1 Compensation to AT&T for provision of connection to E911 service provided hereunder will be based upon the charges set forth in the pricing appendix. To the extent a rate associated with an interconnecting trunk group is not set forth in the pricing appendix the rate shall be as set forth in the appropriate AT&T intrastate Access service Tariff or AT&T's FCC No. 1 Tariff.

8.2 Intentionally

8.3 Charges will begin on the date connection to E911 service commences.

9.0 MONTHLY BILLING

9.1 AT&T will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 8.0 above, and CLEC will make payment in full within thirty (30) days from the date of the bill.

10.0 INDEMNIFICATION LIABILITY

10.1 The matters addressed in this Attachment are subject to the limitation of liability and indemnification provisions set forth in the General Terms and Conditions of this Agreement. AT&T liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Attachment. AT&T 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 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 AT&T 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.

ATTACHMENT 16: NETWORK SECURITY

1.0 NETWORK SECURITY

1.1 Protection of Service and Property

- 1.1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this Article, AT&T agrees to take the following reasonable and prudent steps, including but not limited to:
- 1.1.2 AT&T will provide access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment, only to CLEC employees and its agents based on CLEC providing a list of authorized personnel. CLEC employees and authorized agents must display identification required by AT&T.
- 1.1.3 AT&T will follow mutually agreed upon notification procedures in the event it becomes necessary for a AT&T employee to enter into the exclusive CLEC collocated space except in an emergency situation in which AT&T will immediately have the ability to enter into CLEC's collocated space notifying CLEC as soon as possible.
- 1.1.4 Each Party will comply at all times with the other Party's, i.e., the Landlord's, security and safety procedures and requirements, including but not limited to sign in and identification requirements while in spaces which house or contain the other Party's equipment or equipment enclosures.
- 1.1.5 Allowing CLEC, where CLEC is Physically collocated, to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as AT&T has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.
- 1.1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.
- 1.1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as AT&T provides to itself.
- 1.1.8 Limiting the keys used in AT&T's keying systems for cages which contain or house CLEC equipment or equipment enclosures to AT&T's employees or required safety personnel (in compliance with governing building or fire codes) for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. AT&T will change locks at CLEC's request; the expense will be born by CLEC. The

expense will be borne by AT&T where a security breach has occurred and in that circumstance AT&T failed to meet the obligations of subsection 1.1.7 of this Attachment.

- 1.1.9 Installing security studs in the hinge plates of doors having exposed hinges with removable pins that lead to spaces or equipment enclosures which house or contain CLEC equipment, provided CLEC has requested the installation of such security studs and has agreed to pay the full expense for such installation.
- 1.1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures
- 1.1.11 Providing notification to designated CLEC personnel to report any actual or attempted security breach involving CLEC's equipment or equipment enclosures as soon as reasonably practicable after AT&T has become aware of such actual or attempted security breach.
- 1.1.12 Each Party agrees to provide to the other Party its back-up and recovery plan for review and reasonable acceptance by the other Party to be used in the event of a security system failure or emergency
- 1.1.13 In the event that Attachment 13 Appendix Collocation addresses any matter also covered by this Article, the provisions of Appendix Collocation prevail.

2.0 RESERVATION OF RIGHTS/INTERVENING LAW

- 2.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 17: PERFORMANCE MEASUREMENTS

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

ATTACHMENT 18: DIRECTORY ASSISTANCE LISTING

This Attachment 18: Directory Assistance Listing Information sets forth terms and conditions for which AT&T agrees to license its Directory Assistance Database Services (DADS) to CLEC.

1. INTRODUCTION

- 1.1 AT&T owns and maintains databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).
- 1.2 CLEC, or its agent, wishes to provide DA service to CLEC's End Users and therefore wishes to load its databases with directory assistance listings contained in AT&T' DA database.
- 1.3 Inasmuch as AT&T provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers (CLECs), AT&T' database also contains directory assistance listing information for other ILEC and CLEC End Users.

2. SERVICE PROVIDED

- 2.1 AT&T agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
 - 2.1.1 AT&T shall provide directory assistance listing information in a mutually acceptable format.
 - 2.1.2 AT&T 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 will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 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 database. 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.
- 2.3 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Attachment 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.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

4. ASSIGNMENT

- 4.1 The directory assistance listings provided by AT&T shall remain the property of AT&T. 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.

5. SUBCONTRACTING OF DIRECTORY ASSISTANCE SUBSCRIBER LISTINGS

- 5.1 If CLEC elects to use a subcontractor for the DA services, CLEC may transfer the directory service subscriber listing information to its DA. 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.

6. TERMS OF ATTACHMENT

- 6.1 AT&T will commence providing subscriber listing information to CLEC as described in this Attachment sixty (60) days following the receipt of a written request from CLEC and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect.

7. LIABILITY

- 7.1 AT&T 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 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.
- 7.2 CLEC hereby releases AT&T from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Attachment, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 7.3 Indemnification of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

8. PRICING

- 8.1 The prices at which AT&T agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the Attachment Pricing.

9. RESERVATION OF RIGHTS/INTERVENING LAW

- 9.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth AT&T' and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1. INTRODUCTION

- 1.1 AT&T publishes White Pages directories for geographic local service areas in which CLEC may also provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its End User Customers in the appropriate AT&T White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's End User Customers of the White Pages directories that include listings of CLEC's End User customers.
- 1.3 AT&T will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2. SERVICE PROVIDED

- 2.1 Subject to AT&T's practices, as well as the rules and regulations applicable to the provision of WP directories, AT&T 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 practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T listings database, CLEC will receive for its End User, one primary listing in the AT&T WP directory and a listing in AT&T's directory assistance database at no charge, other than applicable service order charges as set forth in the Pricing Schedule.
 - 2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION-9STATE, 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, will apply to both the request for service and the request for directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a director listing, separate service order charges as set forth in AT&T-22STATE's tariffs shall apply, as well as the manual service order charge of the electronic service order charge, as appropriate.
 - 2.1.2 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, AT&T will assess CLEC a monthly charge for such listings at the applicable AT&T tariff rates. An additional monthly charge at AT&T' tariff rate applies when CLEC wishes to list an End User in AT&T's directory assistance database but does not wish to have its End User listed in AT&T's WP directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in AT&T' WP directory for a monthly charge at the applicable AT&T tariff rate for those non-published, non-listed services.
 - 2.1.2.1 Intentionally Left Blank.
- 2.2 CLEC will furnish to AT&T subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T may require to prepare and print the alphabetical listings of said directory.
- 2.3 Intentionally Left Blank.
- 2.4 CLEC will provide accurate subscriber listing information of its subscribers to AT&T via a mechanical or manual feed of the listing information to AT&T' listing database. CLEC agrees to submit all listing information vi only a mechanized process within six (6) months of the effective date of this Agreement,

or upon CLEC reaching a volume of two hundred listings per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T' subscriber listing information. CLEC shall furnish to AT&T, 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 may require to prepare and print the alphabetical listings of said directory. See CLEC Online website 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 an CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.

- 2.5 Intentionally Left Blank.
- 2.6 Publication schedules for the White Pages: CLEC can access via the AT&T CLEC Online website, the directory close dates for areas where CLEC is providing local service. AT&T will update the directory close dates in a timely manner as they occur.
- 2.7 Intentionally left blank.
- 2.8 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T subscribers during the annual delivery of newly published directories.

AT&T has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with AT&T's directory publishing affiliate, pursuant to terms and conditions agreed to by the Parties.

- 2.9 AT&T 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 billing information. AT&T directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 AT&T 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' subscriber listing information. In exchange for AT&T serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T to include and use the CLEC subscriber listing information provided to AT&T pursuant to this Attachment in AT&T' WP directory, AT&T' Directory Assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is the release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is AT&T' use of CLEC's subscriber listing information in AT&T' directory assistance, directory assistance related products and services, and publishing products and services.
- 3.2 AT&T 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' 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' 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.

4. PRICING

- 4.1 AT&T will deliver one copy per primary End User listing of AT&T White Pages, as described in Section 2.8 above, at no charge. AT&T has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's End Users subsequent to the annual distribution of newly published directories.

5. INTENTIONALLY LEFT BLANK.

6. TERM

- 6.1 This Attachment will continue in force until terminated by sixty (60) days prior written notice by either Party to the other.
- 6.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

7. LIABILITY

- 7.1 Except as set forth herein, Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.
- 7.2 CLEC agrees that AT&T and/or its affiliates will not be liable for the content or accuracy of any subscriber list information provided by CLEC. CLEC agrees to indemnify, hold harmless and defend AT&T and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any third party's claim of inaccurate subscriber listing information, use of information provided by CLEC.
- 7.3 CLEC further agrees to indemnify, hold harmless and defend AT&T and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any negligent act or omission, grossly negligent act, or act of willful misconduct by CLEC.
- 7.4 CLEC further agrees to pay all costs incurred by AT&T and/or its affiliates as a result of CLEC not complying with the terms of this Attachment.

8. RESERVATION OF RIGHTS/INTERVENING LAW

- 8.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

1. NUMBERING

- 1.1 Nothing in this Section will 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) numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (ATIS-0300051) or the Thousands-Block Number (NXX-X) Pooling Administration Guidelines (ATIS-0300066), or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes and blocks. Each Party is responsible for administering the NXX codes and blocks assigned to it.
- 1.2 Each Party agrees to make available to the other, via the Telcordia® LERG™ Routing Guide (LERG), up-to-date listings of its own assigned NPA-NXX codes and blocks, along with associated Rating Points and Exchanges.
- 1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes and blocks at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.4 It will be the responsibility of each Party to input required data into the Telcordia Business Integrated Routing and Rating Database System (BIRRDS) or other appropriate system(s) necessary to update the (LERG), unless negotiated otherwise.
- 1.5 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

2. NXX CODES

- 2.1 The Parties shall comply with the industry-approved Central Office Code (NXX) Assignment Guidelines (ATIS-0300051) and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). Such compliance with such Numbering Guidelines and FCC Second Report & Order will enable CLEC and AT&T 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 and blocks. If the laws and regulations governing NXX code and block assignment change, then the Agreement shall be amended to reflect such change.

3. NXX MIGRATION

- 3.1 NXX Migration as defined in the Central Office Code Assignment Guidelines (ATIS-0300051), will be provided upon request. The Party that requests a migration of an NXX from the other Party to itself agrees to pay an NXX Migration charge as set forth in the applicable Pricing Schedule where applicable. Where charges are not available, no fee will be assessed and no NXX Migration will be provided until the Party seeking to charge has filed cost studies approved by the Commission.

4. RESERVATION OF RIGHTS/INTERVENING LAW

- 4.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 22: DA-FACILITIES BASED (for CLECs who are Switch-Based)

INTRODUCTION

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which AT&T agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

CLEC can purchase operator services and directory assistance (OS/DA) from AT&T.

1. Services

- 1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status for the home NPA and/or local/intraLATA serving area where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0/+555-1212, or 1/0+NAP-555-1212 or other dialing arrangement.
- 1.2 Directory Assistance Call Completion (DACC) service consists of AT&T completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. AT&T will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
- 1.3 AT&T agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to AT&T switch and where CLEC obtains DA service from AT&T.
- 1.4 National Directory Assistance (NDA): Consists of a service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
- 1.5 Business Category Search (BCS): A service which will provide CLEC end users the ability to 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
- 1.6 Reverse Directory Assistance (RDA): A non-regulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that an CLEC end user provides to the DA operator.

2. Definitions - The following terms are defined as set forth below:

- 2.1 **Non-List Number** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling an AT&T DA Operator.
- 2.2 **Non-Published Number** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an AT&T DA Operator.
- 2.3 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling an AT&T DA Operator.
- 2.4 **IntraLATA Home NPA (HNPA)** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 **IntraLATA Foreign NPA (FNPA)** - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

3.0 Call Branding

3.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC audibly and distinctly to the CLEC end user at the beginning of each DA call. In all cases, AT&T will brand DA in CLEC's name.

3.1.1 CLEC will provide AT&T with an Operator Services Questionnaire completed with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the CLEC in branding its respective services.

3.1.2 Branding Load Charges: An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by AT&T on behalf of CLEC.

4.0 Intentionally Left Blank

5.0 Responsibilities of AT&T

5.1 AT&T will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from AT&T.

5.2 AT&T will provide and maintain its own equipment to furnish DA Services.

5.3 AT&T will provide DA Service to CLEC customers using current and updated DA records and in accordance with AT&T's current methods, practices, and procedures or as subsequently modified.

5.4 AT&T will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.

5.5 AT&T will include current CLEC subscriber listing information in AT&T's DA database.

6.0 Responsibilities of Both Parties

6.1 The Party(ies) that provide the circuits between CLEC and AT&T offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

6.2 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

6.3 Intentionally Left Blank.

7.0 Responsibilities of CLEC

7.1 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from AT&T, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

7.2 CLEC will furnish to AT&T a completed OSQ, thirty (30) days in advance of the date when the DA services are to be undertaken.

7.3 CLEC will provide AT&T updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

- 7.4 CLEC agrees that due to customer quality and work force scheduling, AT&T will be the sole provider of DA Services for CLEC local serving area(s) for a minimum of a one (1) year period.
- 7.5 CLEC agrees that AT&T may utilize CLEC End User's listings contained in AT&T directory assistance database in providing existing and future AT&T directory assistance or DA related services.
- 7.6 CLEC further agrees that AT&T can release CLEC directory assistance listings stored in AT&T directory assistance database to competing providers.

8.0 Pricing

- 8.1 The prices at which AT&T agrees to provide CLEC with Directory Assistance Services are contained in the applicable Pricing Schedule.
- 8.2 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9.0 Liability

- 9.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement including, but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Attachment.
- 9.2 CLEC also agrees to release, defend, indemnify, and hold harmless AT&T 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 employees and equipment associated with provision of DA Services, including but 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 DA Services.

10. Terms of Attachment

- 10.1 If CLEC chooses to use AT&T OS/DA services, CLEC must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to AT&T OS/DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of AT&T OS/DA services upon one hundred-twenty (120) days advance written notice to AT&T.
- 10.2 This Attachment 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 Attachment is attached, or twelve months, whichever ever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party.
- 10.3 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay AT&T, within thirty (30) days of the issuance of any bills by AT&T, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by AT&T pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

11.0 Reservation of Rights/Intervening Law

- 11.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 23: OS-FACILITIES BASED (for CLEC s who are Switch-Based)

AT&T-PROVIDED LOCAL & INTRALATA OPERATOR SERVICES

INTRODUCTION

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which AT&T agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

CLEC can purchase operator services and directory assistance (OS/DA) from AT&T.

1. **Services** – AT&T will provide the following three tiers of Operator Services:
 - 1.1 Fully-Automated Call Processing - Allows the caller to complete a call utilizing (AABS) equipment without the assistance of an AT&T Operator, hereafter called Operator. CLEC agrees
 - 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when automated equipment cannot be activated.
 - 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.
2. **Call Types** – AT&T will provide to CLEC the call types in Sections 2.1 through 2.7 below:
 - 2.1 Fully Automated Collect and Bill to Third-Number Service - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the automated equipment. The call is completed without the assistance of an Operator.
 - 2.1.1 Fully Automated Calling Card Service – This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Attachment, is one for which AT&T can perform billing validation.
 - 2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator.
 - 2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached 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.
 - 2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone.
 - 2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a

- person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in AT&T' Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

3. Other Operator Assistance Services

- 3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 3.2 Busy Line Interrupt - A service in which the caller 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. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, AT&T will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to AT&T the communities associated with CLEC's NXX(s).
- 3.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

4. Call Branding:

- 4.1 The process by which an Operator, either live or recorded, will identify the OS provider as being CLEC, audibly and distinctly to the CLEC end user at the beginning of each OS call. In all cases, AT&T will brand OS call in CLEC's name.
- 4.2 CLEC will provide AT&T with an Operator Services Questionnaire completed with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its respective services.
- 4.3 Branding Load Charges:
- 4.3.1 An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by AT&T on behalf of CLEC.

5. Intentionally Left Blank

6. Responsibilities of AT&T

- 6.1 AT&T will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 6.2 AT&T will provide Operator Services in accordance with the operator methods and practices in effect for AT&T at the time the call is made, unless otherwise agreed in writing by both Parties.
- 6.3 AT&T will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.

7. Responsibilities of Both Parties

- 7.1 The Party(ies) that provide the circuits between CLEC and AT&T offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.
- 7.2 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.

8. Responsibilities of CLEC

- 8.1 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T Operator assistance switch. Should CLEC seek to obtain interexchange OS from AT&T, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 8.2 CLEC will furnish in writing to AT&T, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by AT&T to provide the Service.
 - 8.2.1 CLEC will provide AT&T updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.3 As to any end office where AT&T furnishes the Operator Services provided by this Attachment, CLEC agrees that AT&T will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for a minimum of a one (1) year period.

9. Pricing

- 9.1 The rates for the Operator Services provided pursuant to this Attachment will be contained in the applicable Pricing Schedule.

10. Monthly Billing

- 10.1 AT&T will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt.

11. Liability

- 11.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement, including, but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Attachment.
- 11.2 CLEC also agrees to release, defend, indemnify, and hold harmless AT&T 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 employees and equipment associated with provision of Operator Services, including but 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 Operator Services.

12. Terms of Attachment

12.1 If CLEC chooses to use AT&T OS/DA services, CLEC must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to AT&T' OS/DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of AT&T OS/DA services upon one hundred-twenty (120) days advance written notice to AT&T.

12.2 This Attachment 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 Attachment is attached, or twelve months, whichever occurs later, either party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other party.

12.3 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay AT&T, within thirty (30) days of the issuance of any bills by AT&T, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by AT&T pursuant to this Attachment prior to its termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

13. In order to utilize AT&T' operator services platform as a facilities based service provider, CLEC must first enter into an agreement which sets forth the billing and collection terms related to intrastate intralata alternatively billed toll calls involving CLEC's customers where CLEC is acting as a facilities based service provider. CLEC reserves the right to argue that the agreement should be a stand alone billing and collection agreement separate from the Interconnection Agreement; and AT&T reserves the right to argue that the agreement must be a Clearinghouse agreement that must be part of the Interconnection Agreement.

14. Reservation of Rights/Intervening Law

14.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 24: RECORDING
(Recording, Message Processing And
Provision of Interexchange Carrier Transported
Message Detail Attachment)

1.0 Introduction

1.1 This Attachment sets forth the terms and conditions under which AT&T will provide recording, message processing and message detail services to Facilities Based Providers.

2.0 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 Records (EMR) formatted billing data between AT&T and the Billing Company.

2.6 "Data Transmission" - the forwarding by AT&T of IXC transported toll message detail and/or access usage record detail and/or Billable Message detail in EMR format over a mutually agreed-upon medium to the appropriate Billing Company.

2.7 "Exchange Message Record (EMR)" - 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 EMR 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 IXC's.
- 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'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 magnetic tapes or data files.
- 2.15 "Recording" - the creation and storage on mutually agreed-upon medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 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 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.

3.0 Responsibilities of the Parties

- 3.1 AT&T will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T.
- 3.2 AT&T 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.
- 3.3 AT&T will provide access usage records that are generated by AT&T.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by AT&T, during the billing period established by AT&T and selected by CLEC.

- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by AT&T 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 will provide message detail to CLEC in data files, via data lines (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties. In order for the CLEC to receive end user billable records, the CLEC may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.
- 3.8 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. AT&T reserves the right to limit the frequency of transmission to existing AT&T processing and work schedules, holidays, etc.
- 3.9 AT&T 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 will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T.
- 3.11 When AT&T receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, AT&T will forward those messages to CLEC.
- 3.12 AT&T 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.

4.0 Basis of Compensation

- 4.1 AT&T 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 CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Access Usage Records (SURS) required by AT&T 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.

5.0 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 AT&T is notified that, due to error or omission, incomplete data has been provided to CLEC, AT&T will make reasonable efforts to locate and/or recover the data and provide it to CLEC 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 CLEC. If written notification is not received within sixty (60) calendar days, AT&T shall have no further obligation to recover the data and shall have no further liability to CLEC.

- 5.3 If, despite timely notification by CLEC, message detail is lost and unrecoverable as a direct result of AT&T having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AT&T 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, AT&T's liability to the CLEC shall be limited to one (1) of the following two (2) alternatives from which CLEC may choose: 1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail, or 2) a direct reimbursement for such amount of estimated net lost revenue.
- 5.4 AT&T will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by AT&T.
- 5.5 CLEC agrees to defend, indemnify, and hold harmless AT&T 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 CLEC, its customers or end users. CLEC shall defend against all End Users' claims just as if CLEC had provided such service to its End Users with its own employees.
- 5.6 CLEC also agrees to release, defend, indemnify and hold harmless AT&T 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 AT&T 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 CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract 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 AT&T 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, AT&T assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

6.0 Applicability of Other Rates, Terms and Conditions

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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 be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries;

expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

7.0 Reservation of Rights/Intervening Law

7.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 25: xDSL

1.0 Introduction

- 1.1 AT&T agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the terms, and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, and at the rates set forth in the Pricing Schedule to this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2.0 Definitions

- 2.1 An "xDSL-Capable Loop" is a loop that supports the transmission of xDSL technologies.
- 2.1.1 For purposes of this Attachment, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based service over such loop.
- 2.1.2 For purposes of this Attachment, an "xDSL Subloop" is defined as any distribution portion of a copper xDSL-capable Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T's outside plant and the demarcation point at an end-user customer's premise, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. The subloop and collocation provisions, set forth elsewhere in this Agreement (e.g., the Attachment UNE and Appendix Collocation) will also apply, as applicable, to the xDSL Subloop. If there is any conflict between the provisions set forth in this Attachment as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g., the Attachment UNE), shall control.
- 2.2 Conditioning (Unbundled Loop Modification (ULM)) is defined as the removal by AT&T from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to provide xDSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders. The conditioning rates for the removal of excessive bridge taps, and load coils, repeaters are set forth in the Pricing Schedule to this Agreement ("Pricing Schedule"). To the extent that CLEC would like the option to request that a loop be conditioned by AT&T to remove any device other than excessive bridge taps, load coils and/or repeaters, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning.
- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 The term "excessive bridge taps" as used herein shall refer to bridge taps in excess of 2,500 feet in total length.

- 2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.
- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.8 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.
- 2.7 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."
- 2.9 "Acceptance Testing" shall be defined as the joint testing for xDSL loops between AT&T's Technician, its Wholesale Customer Maintenance Center ("WCMC"), and CLEC's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.
- 3.0 General Terms and Conditions Relating to Unbundled xDSL-Capable Loops**
- 3.1 AT&T is not in any way permitted to limit xDSL capable loops to the provision of ADSL.
- 3.2 AT&T will not impose limitations on the transmission speeds of xDSL services. AT&T will not restrict CLEC's services or technologies to a level at or below those provided by AT&T.
- 3.3 AT&T will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.
- 3.4 AT&T shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment, unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. AT&T will provide CLEC with notice prior to seeking relief from the Commission under this Section.
- 3.5 Intentionally Left Blank.
- 3.6 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.
- 3.7 Liability
- 3.7.1 Each Party, whether CLEC or AT&T, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on AT&T 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") facilities.

- 3.7.2 For any technology, CLEC's use of any AT&T network element, or of its own equipment or facilities in conjunction with any AT&T network element, will not materially interfere with or impair service over any facilities of AT&T, its affiliated companies or connecting and concurring carriers involved in AT&T services, cause damage to AT&T' plant, impair the privacy of any communications carried over AT&T's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, AT&T 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 element(s) causing the violation. AT&T will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm. If AT&T does not believe CLEC has made the sufficient showing that it is not the cause of the harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by AT&T must be supported with specific and verifiable supporting information. AT&T may not disconnect the elements or otherwise discontinue or refuse service during the pendency of any dispute resolution proceeding unless otherwise authorized to do so by the Commission.
- 3.8 Indemnification
- 3.8.1 Covered Claim: Each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, or claim for damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.
- 3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, or damage indemnified pursuant to Section 3.8.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.
- 3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under Section 3.8.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.

3.9 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4.0 **Unbundled xDSL-Capable Loop Offerings**

4.1 xDSL-Capable Loops

4.1.1 2-Wire xDSL Loop (2 Wire Unbundled ADSL Loop, 2 Wire Unbundled HDSL Loop or 2-Wire Unbundled Copper Loop-Designed): A 2-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridge taps, or any other device that could diminish the capability of the loop or subloop to deliver xDSL service. However, removal of load coils, repeaters and/or excessive bridge taps on an existing loop is optional, subject to conditioning charges and will be performed by AT&T at CLEC's request as more specifically set forth in Section 6 below. Limitations cannot be placed on the length of xDSL loops. The rates set forth in the Pricing Schedule shall apply to these 2-Wire xDSL Loops.

4.1.2 IDSL Loop (2-Wire ISDN Digital Grade Loop): An IDSL Loop for purposes of this Section is a 2-wire digital loop transmission facility which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop supporting ISDN are set forth in the Attachment UNE to this Agreement.) A portion of an IDSL Loop may be provisioned using digital fiber facilities and necessary digital electronics to provide service in certain situations. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop.

4.1.3 4-Wire xDSL Loop (4 Wire Unbundled HDSL Loop, 4-Wire Copper Loop-Designed): A 4-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridge taps, or any other device that could diminish the capability of the loop or subloop to deliver xDSL service. However, removal of load coils, repeaters and/or excessive bridge taps on an existing loop is optional and will be performed by AT&T at CLEC's request as more specifically set forth in Section 6 below. Limitations cannot be placed on the length of xDSL loops. The rates set forth in the Pricing Schedule for these 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 4-Wire Digital Loop: See Attachment 6: UNE.

4.2 xDSL Subloop (Sub-Loop Distribution): An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridge taps (bridge taps in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridge taps on an existing subloop is optional, subject to conditioning charges and will be performed by AT&T at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to this xDSL Subloop.

4.3 AT&T shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of CLEC as provided in Section 6 below.

- 4.4 AT&T will not impose limitations on the transmission speeds of xDSL services. AT&T will not restrict CLEC's services or technologies to a level at or below those provided by AT&T. CLEC will not be required to specify a type of xDSL to be ordered.
- 4.5 Intentionally Left Blank
- 4.6 AT&T will not deny CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
 - 4.6.1 Upon request by CLEC, AT&T will cooperate in the testing of new xDSL technologies, on a time and materials basis, or may direct CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation. Upon request by CLEC, AT&T will cooperate in the deployment of new xDSL technologies, subject to the terms and conditions of the BFR.
 - 4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, AT&T will provide a loop to support the new technology for CLEC as follows:
 - 4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment], then AT&T will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed (pursuant to Section 6 below). AT&T's ordering procedures will remain substantially the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.
 - 4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop, as defined in this Attachment, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies under Section 4.6 above for which applicable national standards have not been adopted.
- 4.8 If AT&T or another carrier claims that an CLEC service is significantly degrading the performance of other advanced services or traditional voice band services, then AT&T or that other carrier must notify CLEC and CLEC must cooperate with AT&T or other carrier to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that AT&T or another carrier demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.9 Each party must abide by Commission or FCC-approved spectrum management standards. AT&T shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use.

4.10 AT&T shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL, if any, that would adversely affect wholesale xDSL services or xDSL providers.

5.0 Operational Support Systems: Loop Make-Up Information and Ordering

5.1 General: AT&T will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops. CLEC will be given nondiscriminatory access to the same loop makeup information that AT&T is providing any other CLEC and/or AT&T or its advanced services affiliate. This includes any operations support systems containing loop make-up information provided by AT&T to AT&T's service representative and/or AT&T's advanced services affiliate to provision its own retail xDSL service.

5.2 AT&T shall provide actual, real-time loop makeup information to CLEC via the Loop Makeup Service.

5.3 Loop Make Up: AT&T will provide access to its existing Datagate and EDI interfaces that will allow CLEC, as well as AT&T's retail operations or its advanced service affiliate, to have real-time electronic access as a preordering function to the loop makeup information, when such information is contained in AT&T's electronic databases. If CLEC elects to have AT&T provide actual loop makeup information through a manual process for information that is in AT&T's internal records but is not available electronically, then the interval will be 3 business days or the interval provided to AT&T's advanced services affiliate, whichever is less.

5.4 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridge taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridge taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. AT&T also shall provide to CLEC any other loop makeup information listed on the individual loop record but not listed above.

5.5 Where AT&T has not compiled loop Make Up information for itself, AT&T is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. Notwithstanding the above, when AT&T performs a manual loop qualification, AT&T will update the information in the appropriate mechanized provisioning system(s). If AT&T has manual access to this sort of information for itself, or any affiliate, AT&T will provide access to it to CLEC on a non-discriminatory basis. To the extent AT&T has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface. In Kentucky, CLEC will have access to Loop makeup information only on facilities owned or controlled by AT&T or controlled by the requesting CLEC.

5.6 AT&T will provide near real time, electronic access to its EDI and WebLEX systems needed for efficient provisioning of advanced services such as xDSL.

5.7 To the extent that AT&T develops new systems necessary for provisioning, of UNEs covered by this Attachment AT&T is required to make such functionality available to CLEC.

6.0 Provisioning

- 6.1 CLEC shall designate, at CLEC's sole option, what loop conditioning AT&T is to perform in provisioning the requested loop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive bridge taps, load coils and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule.
- 6.2 Regardless of whether conditioning is performed, the loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.
 - 6.2.1 In so far as it is technically feasible, at CLEC's request, AT&T shall test and report troubles for all the features functions and capabilities of conditioned copper lines and may not restrict its testing to voice transmission only.
- 6.3 With respect to any CLEC request for loop conditioning, including to remove bridge taps on a loop under this Attachment, AT&T will remove any excessive bridge taps on the loop so that the loop is conditioned to meet applicable industry standards.
- 6.4 The provisioning and installation interval for an xDSL loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 3-5 business days, or the provisioning and installation interval applicable to AT&T's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to AT&T's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is requested, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order for which conditioning is requested will have a provisioning and installation interval agreed by the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length.
- 6.5 Subsequent to the initial order for a xDSL loop or subloop, additional conditioning for the removal of excessive bridge taps, load coils, and/or repeaters, may be requested on such loop at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL loop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 6.6 Intentionally Left Blank
- 6.7 Except as in the same manner as described in Section 4.4, 4.5 and 10.5, AT&T shall keep CLEC deployment information confidential from AT&T's retail operations, any AT&T affiliate, or any other CLEC.
- 7.0 Acceptance Testing**
- 7.1 Should CLEC desire Acceptance Testing, CLEC shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
- 7.2 Acceptance Testing Procedure:

- 7.2.1 Upon delivery of a loop to CLEC, AT&T's field technician will call the Wholesale Customer Maintenance Center (WCMC) and the WCMC technician will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.
- 7.2.1.1 Except for IDSL loops that are provisioned through repeaters or digital loop carriers, the AT&T field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
- 7.2.1.2 For IDSL loops that are provisioned through repeaters or digital loop carriers, the AT&T field technician will not perform a short or open circuit.
- 7.2.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL loops, CLEC will provide AT&T with a confirmation number and AT&T will complete the order. CLEC will be billed and shall pay for the Acceptance Test as specified below under Acceptance Testing Billing.
- 7.2.3 If the Acceptance Test fails loop continuity test parameters, as defined by this Attachment for xDSL loops, the WCMC or field technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the AT&T technician will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AT&T will contact CLEC to repeat the Acceptance Test. When the aforementioned test parameters are met, CLEC will provide AT&T with a confirmation number and AT&T will complete the order. If CLEC does not send its confirmation number to AT&T, AT&T may close the order. AT&T will not complete an order that fails Acceptance Testing.
- 7.2.4 Until such time as CLEC and AT&T agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, CLEC will accept IDSL loops without testing the complete circuit. Consequently, AT&T agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of AT&T), AT&T will adjust CLEC's bill and refund the recurring charge of such a loop until AT&T has resolved the problem and closed the trouble ticket.
- 7.2.5 AT&T will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the AT&T WCMC or field technician on hold for over ten (10) minutes. In that case, AT&T may close the order utilizing existing procedures. Except as otherwise provided in this Attachment, if no trouble ticket is opened on that loop within 24 hours, AT&T may bill and CLEC shall pay as if the Acceptance Test had been completed and the loop accepted. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from AT&T error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and AT&T will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by AT&T to not meet loop continuity test parameters as defined herein, AT&T will not charge for any acceptance testing performed on the repair call.
- 7.2.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be AT&T's error, AT&T will credit CLEC for any charge(s) previously assessed to CLEC for the test.
- 7.2.7 Both Parties will work together to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require AT&T to expend additional time and expense.

7.3 Acceptance Testing Billing

- 7.3.1 In particular, CLEC shall pay Maintenance of Service charges at the rates in the Pricing Schedule, in 30-minute increments, for the AT&T technician time involved, or at the tariffed rates set forth in FCC Tariff No. 73, Section 13.4.4; provided, however, the tariffed rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by CLEC, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges at the rates in the Pricing Schedule and/or tariff.

8.0 Cooperative Testing

- 8.1 If requested by CLEC, Overtime or Premium time charges will apply for Cooperative Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price of the tariffed charges referenced above.

8.2 Intentionally left blank

- 8.3 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket. AT&T shall not perform or bill CLEC for Cooperative Testing unless CLEC affirmatively requests such testing.

- 8.4 If the trouble ticket was opened without a request for Cooperative Testing, and CLEC determines that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

8.5 Cooperative Testing Procedure:

- 8.5.1 The AT&T field technician will call the WCMC and the WCMC will contact CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

- 8.5.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops, the technician will close out the trouble report.

- 8.5.3 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops, the WCMC technician will take any reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Attachment for xDSL capable loops. When the aforementioned test parameters are met, the WCMC will contact CLEC for another Cooperative Test.

- 8.5.4 AT&T will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T may then close the trouble ticket, document the time and reason, and bill CLEC for ten (10) minutes of time, as provided for in Section 7.3.1 above.

9.0 Service Quality and Maintenance

- 9.1 AT&T will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair

balance. CLEC-requested testing by AT&T beyond these parameters will be billed on a time and materials basis as provided for in Section 7.3.1 above.

- 9.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis at the tariffed rates referenced in Section 9.1 above. On loops where CLEC has requested that no conditioning be performed, AT&T's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, AT&T will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.
- 9.3 For loops currently in service where trouble ticket resolution has identified that excessive bridge taps (bridge taps in excess of 2,500 feet), load coils and/or repeaters are on the loop and transferring to a new loop is a solution identified by AT&T to resolve the trouble ticket, AT&T, at its sole option, may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from CLEC on a loop currently in service and AT&T determines that an LST can be performed, the appropriate AT&T Wholesale Customer Maintenance Center ("WCMC") will contact CLEC to inform that an LST will be performed in lieu of CLEC's requested conditioning. In such cases that AT&T elects to perform an LST to resolve the identified trouble, CLEC will not be billed for such LST. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T network-related problem, CLEC will not be charged the LST rate or for AT&T's resolution of the trouble. If, however, the trouble is found to be a CPE or a non-AT&T network-related problem, then a Maintenance of Service and/or Time and Materials charge set forth in the Pricing Schedule. If a LST is performed, AT&T will use its best efforts to minimize any disruption in service.
- 9.4 Each xDSL-Capable Loop offering provided by AT&T to CLEC will be at least equal in quality and performance as that which AT&T provides to itself or to an affiliate.

10.0 Spectrum Management

- 10.1 Intentionally Left Blank
- 10.2.1 AT&T shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program.
- 10.3 In the event that a loop technology without national industry standards for spectrum management is deployed, AT&T, CLECs and the Commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the Commission, or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. AT&T will assign the local loop consistent with the agreed-to spectrum management standards.
- 10.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement,

AT&T and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

- 10.5 In such case, AT&T will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by CLEC or by AT&T, as well as competitively neutral as between different xDSL services. Where disputes arise, AT&T and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, AT&T will, upon request from CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.
- 10.6 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if AT&T and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then AT&T and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11.0 Pricing

- 11.1 The rates applicable to xDSL Capable Loops and the associated charges are set forth in the Pricing Schedule to the Agreement.
- 11.1.1 When CLEC orders an xDSL loop, AT&T will make available for use on a nondiscriminatory basis loops that do not need conditioning. If no "clean loops" are available for use, and CLEC requests that AT&T perform conditioning, then the conditioning charges set forth in the Pricing Schedule shall apply. AT&T's retail and/or advanced services affiliate shall not be given preferential access to clean loops, nor shall such clean loops be reserved exclusively for ADSL services.
- 11.1.2. AT&T will remove load coils only on copper 251(c)(3) Unbundled Loops that are equal to or less than eighteen thousand (18,000) feet in length. AT&T will remove load coils on copper 251(c)(3) Unbundled 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.
- 11.1.2.1 For any copper 251(c)(3) Unbundled Loop being ordered by CLEC which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from CLEC, so that the 251(c)(3) Unbundled Loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to CLEC. In AT&T loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper 251(c)(3) Unbundled Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in the Pricing Schedule. CLEC may request removal of any unnecessary and non-Excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to AT&T Special Construction (SC) Process, (which is a part of the service inquiry process), as mutually agreed to by the Parties.
- 11.1.2.2 If CLEC requests Unbundled Loop Modification (ULM) on a reserved facility for a new 251(c)(3) Unbundled Loop order, AT&T may perform a pair change (LST) and provision a different 251(c)(3) Unbundled Loop facility in lieu of the reserved facility with ULM if feasible. The 251(c)(3) Unbundled Loop provisioned will

meet or exceed specifications of the requested 251(c)(3) Unbundled Loop facility as modified. CLEC will not be charged for ULM if a different 251(c)(3) Unbundled Loop is provisioned. For 251(c)(3) Unbundled Loops that require a Design Layout Report (DLR) or its equivalent, AT&T will provide LMU detail of the 251(c)(3) Unbundled Loop provisioned.

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

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

11.2 The Parties further understand and agree that nothing in this Attachment shall foreclose and/or otherwise affect either Party's rights to retroactive true-up for any interim rates for xDSL capable loops and associated offerings (e.g., loop qualification, loop conditioning, xDSL cross-connects, etc.), to which it may be entitled for the period prior to the effective date of this Agreement.

12.0 Performance Measures

12.1 Performance Measures, if any, applicable to provisions of this appendix are contained in Attachment 17: Performance Measures of this agreement.

13.0 Reservation of Rights/Intervening Law

13.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

APPENDIX UNE LINE SPLITTING

This Appendix to Attachment 25: DSL contains provisions concerning line splitting.

1.0 INTRODUCTION

- 1.1 AT&T will make available xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order*. AT&T shall support CLEC's ability to engage in UNE Line Splitting activities as described herein.
- 1.2 This Appendix is also subject to Appendix UNE and the other provisions of this Agreement.

2.0 DEFINITIONS

- 2.1 Authorized Advanced Services Provider -- A CLEC, certified in Kentucky, with whom CLEC has a relationship to provide xDSL-based services in a UNE Line Splitting arrangement (see Section 2.2 below) over a 2-wire xDSL UNE loop (2 Wire Unbundled ADSL Loop, 2 Wire Unbundled HDSL Loop or 2-Wire Unbundled Copper Loop-Designed) leased by CLEC from AT&T.
- 2.2 "Line Splitting" – for purposes of this Appendix, is generally defined as the process in which one CLEC provides narrow band voice service over the low frequency portion of a 2-wire xDSL loop and a second CLEC provides xDSL-based service over the high frequency portion of the same 2-wire xDSL UNE loop, where the 2-wire xDSL loop is leased by CLEC from AT&T. CLEC may provide the voice switching using its own facilities over the low frequency. Nothing herein shall preclude CLEC from providing voice and data over a 2-wire xDSL loop purchased by CLEC from AT&T.
- 2.2.1 Intentionally Left Blank
- 2.3 For the purpose of this Appendix the term "xDSL" is as defined in Attachment 25: DSL.
- 2.4 The PSD masks are defined in Attachment 25: DSL.
- 2.5 For the purposes of this Appendix the term "a splitter" is defined as "a passive device within the AT&T central office used to separate the voice and data on a standard copper xDSL capable loop" for purposes of line splitting. Nothing in this Appendix and/or Agreement shall obligate AT&T to make available and/or provide a splitter.
- 2.6 For the purpose of this Appendix the term "2-Wire xDSL capable Loop" is as defined in Attachment 25: DSL.
- 2.7 For the purpose of this Appendix the term "ULS-ST Port" is as defined in Attachment 6: UNE.

3.0 GENERAL REQUIREMENTS

- 3.1 AT&T agrees to provide CLEC with access to UNEs (including the 2-wire xDSL loop offering, pursuant to Attachment 25: DSL, and Attachment 6: UNE and other applicable terms and conditions under this Agreement in accordance with the FCC's *Triennial Review Order*, in a manner that allows CLEC to engage in UNE Line Splitting as described in Section 2.2 above.
- 3.1.1 Intentionally left blank.

- 3.1.2 Intentionally Left Blank
- 3.1.3 At CLEC's option, in lieu of a conversion, CLEC shall have the ability to order a new xDSL loop for purposes of UNE Line Splitting.
- 3.2 Only 2-wire xDSL loops (as described in Attachment 25: DSL) are eligible for UNE Line Splitting.
- 3.3 Whenever CLEC purchases a 2-wire xDSL loop, CLEC shall control the entire loop spectrum.
- 3.4 AT&T will make all necessary network modifications including providing non-discriminatory access to operational support systems necessary for preordering, ordering, provisioning, maintenance and repair, and billing for UNEs used in a Line Splitting arrangement. This support will be consistent with the support provided to AT&T and AT&T's affiliates in Kentucky providing advanced services.
- 3.5 Intentionally left blank.
- 3.6 Intentionally left blank.
- 3.7 When CLEC engages in UNE Line Splitting, CLEC is combining AT&T provided UNEs with a CLEC- or AASP-provided splitter to create its own platform (as differentiated from the combination of UNEs-only provided by AT&T described as a UNE-P or UNE-Platform, if and as available, in this Agreement). The unbundled network elements in a UNE Line Splitting arrangement continue to be treated and inventoried by AT&T as stand-alone UNEs that are terminated to CLEC's (or an Authorized Advanced Services Provider's) collocation arrangement. When converting to a UNE Line Splitting arrangement from an existing UNE-P arrangement (if and as available under this Agreement), AT&T will attempt to reuse loop facilities unless the existing loop is not xDSL-capable. When converting to a UNE-Line Splitting arrangement from an existing line sharing arrangement (as described in Appendix Line Sharing), AT&T will reuse the existing loop facility.
- 3.8 AT&T will provide OSS support as described in Attachment 27, for UNEs used in a Line Splitting arrangement.
- 3.9 To determine whether a loop facility is xDSL capable, CLEC may utilize the loop make-up information process described in Attachment 25.
- 3.10 AT&T offers procedures to allow CLEC (either solely or through an Authorized Advanced Services Provider) to order UNEs for a UNE Line Splitting arrangement. CLEC is responsible for developing any necessary interfaces between itself and any Authorized Advanced Service Providers.
- 3.11 Intentionally left blank.
- 3.12 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE. If a request involves multiple activities that must be completed on the same day, the due date interval for the activity with the longest due date interval will apply. In no event shall the interval offered to CLEC, for UNEs provided for the purposes of UNE Line Splitting, or record changes, be longer than the interval offered to AT&T's retail operations, any affiliate of AT&T, or any AT&T affiliate providing advanced services or any non-affiliated CLEC carrier.
- 3.13 Intentionally left blank.

- 3.14 The provisioning procedure employed by AT&T shall reuse the facilities (unless CLEC requests a new facility), and shall not result in the loss of the customer's working telephone number, or require modifications to the 911 information, Line Information Data Base information, activated features on the switch, directory listings or directory assistance database listings, unless the service order indicates a change is necessary. The parties acknowledge that a brief service interruption for a POTS line may occur, but any such interruption shall not exceed that which occurs when AT&T reconfigures one of its own POTS lines to from a Line Sharing configuration to voice only service for itself or another carrier. The Parties agree to use existing state commission collaboratives and change management processes to address OSS modifications that are necessary to support line splitting.
- 3.15 Upon CLEC's request, AT&T shall convert, a CLEC UNE Platform combination, if and as available in this Agreement, provided by AT&T to UNEs that may be used in a UNE Line Splitting arrangement or a line sharing arrangement to UNEs that may be used in a UNE Line Splitting arrangement when CLEC or its Authorized Advanced Services Provider provides a splitter and DSLAM in its collocation space. CLEC or its Authorized Advanced Services Provider shall make all cross-connections within its collocation space. AT&T shall be responsible for connecting the 2-wire xDSL loop to the CFA specified by CLEC (or by CLEC through an Authorized Advanced Services Provider).
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- 3.17 AT&T will make available, and CLEC will follow, the standard trouble reporting practices for each individual UNE when such UNE is used in a UNE Line Splitting arrangement.
- 3.18 AT&T will be responsible for maintaining and repairing all unbundled network elements provided to CLEC for purposes of line splitting. CLEC is responsible for assuring that any UNEs it chooses to utilize in a UNE Line Splitting arrangement are combined in a manner that allows the UNEs to operate in an integrated fashion, subject to the provisions in this Agreement. Before AT&T initiates any activity on a loop facility that may cause an extended disruption of CLEC's end user's voice and/or data service, AT&T shall first make a good faith effort to notify of the possibility of a service disruption. AT&T shall provide a two (2) hour period of time for CLEC to respond to prevent adverse impacts to the retail customer.
- 3.19 Wholesale billing procedures and usage records (if applicable) for UNEs used in a UNE Line Splitting arrangement will be provided based upon the standard practices which apply to the specific UNEs provided.
- 3.20 Performance Measures, if any, applicable to provisions of this appendix, are contained in Attachment 17: Performance Measures of this Agreement.

4.0 AUTHORIZED ADVANCED SERVICES PARTNERING ARRANGEMENT

- 4.1 Authorized Advanced Service Providers (AASPs) - CLEC may utilize one or more CLECs as an Authorized Advanced Service Provider, as defined in Section 2.1 above, to add, change or delete UNE Line Splitting capabilities on an xDSL-capable UNE Loop employed or ordered by CLEC. The orders issued by AASPs must comply with Attachment 27: OSS Section 7.9.6.
- 4.2 Liability and indemnification for unauthorized use of SBC's OSS is addressed in Attachment 27:OSS.

5.0 ADVANCED SERVICES EQUIPMENT DEPLOYMENT

- 5.1 Where CLEC has purchased a 2-wire xDSL UNE loop, CLEC may provide its own splitter either directly or by utilizing a CLEC Authorized Advanced Services Provider. Any splitter, regardless of the means of

deployment, shall be compliant with all industry standards, including but not limited to, ANSI T1.413-1998 Annex E and NEBS safety standards.

- 5.2 Cross connect options for xDSL loops are available under the terms of Attachment 25: DSL.
- 5.3 If connections to a collocation arrangement must be established or modified, then CLEC (or CLEC through an Authorized Advanced Services Provider) will provide the connecting facility assignment (CFA) information appropriate to making such connections or modifications.

6.0 DISPUTES

All disputes arising under this Appendix shall be resolved according to the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

7.0 PRE-ORDERING

- 7.1 AT&T shall provide loop qualification information under the terms of CLEC's Attachment 25, DSL.

8.0 ORDERING

- 8.1 The Parties agree to use existing state commission collaboratives and change management processes to address OSS modifications that are necessary to support line splitting. Subject to the terms and conditions arising from the CLEC Line Splitting Collaborative meetings and the CMP pursuant to the foregoing, AT&T offers ordering procedures that support UNE Line Splitting. Such procedures shall be at parity with UNE Line Splitting procedures offered to AT&T's affiliates ordering UNEs to provide UNE Line Splitting. CLEC, at its option, may identify one or more of its Authorized Advanced Service Providers to submit orders on CLEC's behalf, for the purpose of adding, changing or removing capabilities to deliver service for 2-wire xDSL-capable loop purchased by CLEC. AT&T will provide appropriate documentation including the order format and business rules required to order the following scenarios outlined in Section 8 of this appendix, if and as available under this Agreement:

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- 8.1.4 CLEC may issue a single LSR to migrate an existing UNE-P, if and as available under this Agreement, to a line-splitting arrangement. For purposes of this Appendix, single LSR means that CLEC will have the ability and AT&T shall provide the requisite OSS capability and support to convert an existing UNE-P customer to the UNEs (xDSL capable loop and UNE switch port if and as available in this Agreement) utilized in a line splitting arrangement using a single LSR. Via this process, CLEC will not be required to submit more than one LSR (other than supplemental LSRs to clear errors or make changes to the initial LSR or to condition the facility as provided in AT&T's documented procedures) and will not be required to submit any number of "related" or sequentially staged LSRs to effect the conversion.

- 8.1.5 Change the CLEC designated CFA for any UNE used in a Line Splitting arrangement.

9.0 PROVISIONING

- 9.1 AT&T provisioning activities associated with offering UNEs to CLEC to be used in a UNE Line Splitting arrangement shall not cause a greater degree of service degradation than AT&T's advanced services affiliate experiences when it engages in UNE Line Splitting. AT&T provisioning activities associated with converting an existing UNE-P (if and as available under this Agreement) to UNEs that may be used in a UNE Line Splitting arrangement shall not introduce a greater degree of service interruption or degradation than experienced when AT&T initially provisions the HFPL (as described in the Line Sharing appendix) on an AT&T retail POTS service.
- 9.2 For any procedure in Section 8 above not currently available, CLEC and AT&T shall negotiate and implement mutually agreeable provisioning procedures in accordance with the CMP.

10.0 MAINTENANCE

- 10.1 AT&T will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a line splitting arrangement in accordance with the provisions contained elsewhere in this agreement for that UNE.

11.0 BILLING

- 11.1 Any chargeable activities initiated by CLEC (or by CLEC through a CLEC Authorized Advanced Services Provider), shall be billed by AT&T to CLEC per the terms of this Agreement.

12.0 RESERVATION OF RIGHTS

- 12.1 The parties acknowledge and agree that the intervening law language set forth in Section 3.0 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.

ATTACHMENT 27: OPERATIONS SUPPORT SYSTEMS (OSS)

1. INTRODUCTION

1.1 This Attachment sets forth terms and conditions under which the applicable AT&T owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

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

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, Inc.-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

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, Inc.-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, AT&T NEVADA, Ohio, Oklahoma, Texas, and Wisconsin.

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, Inc.-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

AT&T-2STATE - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T, Inc.-owned ILEC(s) doing business in California and Nevada.

AT&T SOUTHWEST REGION 5-STATE - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means 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 the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

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, Inc.-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

AT&T CALIFORNIA – As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T, Inc.-owned ILEC doing business in California.

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

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.

AT&T – As used herein, **AT&T** means AT&T Kentucky, the applicable above listed ILEC doing business in Kentucky.

2. DEFINITIONS

- 2.1 "LSC" means the Local Service Center (LSC) for AT&T-12STATE and the Local Exchange Carrier Center (LECC) for AT&T CONNECTICUT.
- 2.2 "WCMC" means the Wholesale Customer Maintenance Center (WCMC) for AT&T
- 2.3 "MCPSC" means the Mechanized Customer Production Support Center (MCPSC) for AT&T.
- 2.4 "ISCC" means the Information Services Call Center that is the single point of contact for all OSS access problems for AT&T.

3. GENERAL CONDITIONS

- 3.1 For Resale services, UNEs (including local loops used to provide Telecommunications Service to more than one CLEC Customer via a CLEC supplied radio port), LNP and interconnection trunk orders not supported via an electronic interface for the preorder, ordering and provisioning processes, AT&T and CLEC will use manual processes. Should AT&T develop electronic interfaces for these functions for itself, AT&T will offer electronic access to CLEC within the specific region that the OSS is made available. In addition to the electronic Interfaces, AT&T shall provide manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via AT&T's LSC or LECC, and for repair and maintenance functions through AT&T's WCMC. CLEC shall use electronic interfaces for OSS unless the electronic interfaces are temporarily unavailable or where a given order cannot be processed electronically or where CLEC provides a forecast for manual orders, provided, however, that the Parties agree to work together to develop a plan to migrate orders that CLEC has elected to submit via manual processes to electronic processes within 12 months. Should CLEC use manual processes, CLEC shall pay any State Commission-approved additional charges associated with these manual processes.
- 3.2 When AT&T introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.10 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless AT&T believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, AT&T shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement

on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

- 3.2.1 If the Parties have reached agreement on any necessary amendment, and have filed the amendment for Commission approval, but the amendment is not yet effective, then the Parties may agree to implement the amendment rates, terms, and conditions upon making available the OSS to CLEC. If, for any reason, the Parties are unable to reach agreement on the amendment rates, terms, or conditions, in time for the amendment to become effective (under state Commission rules) on or before the date that the new interface is scheduled to be available for use by CLECs, then, at CLEC's option, CLEC may agree to AT&T's proposed amendment rates, terms, and conditions on an interim basis with a retroactive true-up to the effective date of such interim amendment based upon the final amendment that subsequently becomes effective between the Parties.
- 3.2.2 AT&T shall use its good faith reasonable efforts to propose the essential terms and conditions as soon as such terms and conditions are defined, with a target of three (3) months prior to the scheduled release date for the new interface.
- 3.3 When AT&T retires Interfaces in accordance with the Change Management Process referenced in Section 3.10 below, those Interfaces will be deemed automatically deleted from this Attachment.
- 3.4 Proper Use of OSS interfaces:
 - 3.4.1 For AT&T, CLEC agrees to utilize AT&T electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, UNEs, local number portability and interconnection trunk orders from AT&T pursuant to this Agreement and applicable tariffs. Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Agreement, with the exception of disputes related to the improper use of or access to CPNI or any alleged non-compliance with AT&T's security guidelines.
 - 3.4.2 In the event AT&T has good cause to believe that CLEC has used AT&T OSS in a way that conflicts with this Agreement or Applicable Law, AT&T 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 AT&T's Notice of Misuse, which shall be provided to AT&T within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with AT&T's allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
 - 3.4.3 Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with AT&T's security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to AT&T's OSS shall be governed by Section 7.6.3 of the General Terms and Conditions of the Agreement.
 - 3.4.4 In the event CLEC does not agree that CLEC's use of AT&T's OSS is inconsistent with this Agreement or Applicable Law as alleged by AT&T, then the Parties agree to the following steps:

- 3.4.4.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse. AT&T may invoke the dispute resolution process in Section 9 (General Terms and Conditions) to devise such remedy.
- 3.4.4.2 To remedy the alleged misuse for the balance of the Agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.
- 3.5 Upon notice and good cause shown, AT&T shall have the right to conduct an audit of CLEC's use of the AT&T OSS. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the AT&T OSS is justified under the circumstances that exist at the time AT&T elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T OSS that relate to AT&T's allegation of misuse as set forth in the Notice of Misuse. AT&T shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede AT&T's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T 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'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 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, or any AT&T affiliate.
- 3.6 OSS Access to CPNI
- 3.6.1 Within AT&T regions, CLEC's access to pre-order functions described in Sections 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where CLEC has obtained an authorization for release of CPNI from the end user in accordance with applicable law.
- 3.6.2 This Section applies to AT&T CALIFORNIA ONLY. For residence 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 local service provider of the end user. 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 residence 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.

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

3.7 AT&T will provide CLEC with access to the Interfaces during the hours of operation posted in the Handbook on the CLEC Online Website. Changes to hours of operation will be handled in accordance with the Change Management Process.

3.8 AT&T shall provide support for the Interfaces described in this Attachment. In accordance with the AT&T Change Management Process, CLEC will provide a single point of contact for issues related to the Interfaces. This point of interface is known as the CMP SPOC. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. AT&T shall list the business days and hours for each call center in AT&T's CLEC Handbook (CLEC Online website) and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be: Located at the following web site:

https://clec.att.com/clec_documents/unrestr/clec/Customer_Service_Contact_List.doc#Toc201983036

3.8.1 The Parties shall ensure adequate coverage in its service centers during these minimum hours.

3.9 AT&T and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

3.10 The Parties will follow the final adopted guidelines of Change Management as may be modified from time to time in accordance with the Change Management principles. Those guidelines (or any successor), as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.

3.10.1 When any changes to OSS interfaces or ordering processes are requested by CLEC in any venue that has the potential to impact the AT&T OSS interfaces and/or ordering processes, AT&T will entertain any such request of CLEC and will process such request through the CMP process in order to notify the CLEC community. AT&T's processing of CLEC requests through the CMP process in no way limits CLEC's right to seek remedies before regulatory bodies or in the legal arena.

3.11 CLEC is responsible for obtaining operating system software and hardware to access AT&T OSS functions as specified in Sections 10 and 11 of this Attachment.

3.12 For all AT&T states, the performance measures and remedy plans applicable to the OSS interfaces shall be as agreed between the parties in the relevant state-specific interconnection agreements, if any.

- 3.13 AT&T will recognize CLEC as the customer of record for CLEC's local exchange line subscribers for all services ordered by CLEC under this agreement and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, CLEC shall be the single point of contact for all CLEC end users as to the services for which CLEC is the authorized service provider. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.
- 3.14 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing the end user's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. If an end user initiates a challenge to a change in its local exchange service provider, or if otherwise required by law or a regulatory authority, the Parties shall cooperate in providing each other information about the end user's authorization for the change.
- 3.15 For ease of administration, this multi-state Attachment contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Attachment 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 Attachment is submitted for approval under Section 252(e) of the Act. State-specific terms have been negotiated by the Parties only as to the states where this Attachment has been executed, filed and approved. When the parties negotiate an OSS Attachment for an additional state, neither Party shall be precluded by any language in this Attachment from negotiating state-specific terms for the state in which they are to apply.

4. PRE-ORDERING

- 4.1 AT&T will provide real time electronic access to pre-order functions to support CLEC's orders. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. AT&T will make the following pre-order functions available to CLEC:
- 4.2 Pre-ordering functions for Resale Services and UNEs include:
- 4.2.1 Feature/Service Availability:
- 4.2.1.1 Feature Inquiry provides AT&T with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides AT&T Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 4.2.2 Customer Service Information - CSI Inquiry:
Access to AT&T 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, long distance carrier identity, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after CLEC or its representatives have obtained an authorization for release of CPNI from the end user in accordance with applicable law. Such End User authorization for release of CPNI shall comply with conditions as described in Section 3.6 of this Attachment.

4.2.3 Telephone Number Inquiry:

AT&T provides a Telephone Number Reservation Inquiry and a Cancel Reservation 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 provides address validation function.

4.3 The following are Pre-Order functions specific to UNEs:

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry:

AT&T provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry:

Provided in AT&T provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry:

Provided in AT&T provides CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry:

Provided in AT&T provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions:

4.4.1 Resale and UNE, and LNP Pre-order Interface Availability

4.4.1.1 The industry standard EDI/CORBA Pre-ordering Gateway is also 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 systems.

4.4.1.2 Enhanced VeriGate is a 13-state uniform pre-order GUI interface developed by AT&T-12STATE that provides access to the pre-ordering functions. Enhanced VeriGate is accessible via the Web-Toolbar.

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

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, and in accordance with AT&T's Uniform and Enhanced OSS Plan of Record (POR), AT&T 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) and CLEC Online. Data Validation files will be updated no less than monthly.

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)/FID (feature identification detail)
- Community Names
- Yellow Page Headings
- PIC/LPIC (InterLATA/IntraLATA)
- Alternate Community Names (AT&T CALIFORNIA and AT&T NEVADA only)

5. **ORDERING/PROVISIONING**

5.1 AT&T provides access to ordering functions via one or more electronic interfaces pursuant to Section 3.1. CLEC will format the service request to identify what features, services, or elements it wishes AT&T to provision in accordance with applicable AT&T ordering requirements, (where currently available) and/or other ordering requirements which have been mutually agreed, and will be implemented pursuant to Section 3.10 (Change Management) of this Article.

5.2 AT&T will provide CLEC access to one or more of the following systems or interfaces:

5.3 Service Order Request And Provisioning System Availability:

5.3.1 In AT&T-SOUTHWEST REGION 5-STATE, C-EASE is available for the ordering of consumer Resale services.

- 5.3.2 In AT&T-SOUTHWEST REGION 5-STATE, B-EASE is available for the ordering of business Resale services.
- 5.3.3 In AT&T-SOUTHWEST REGION 5-STATE, a file transmission may be provided to confirm order completions for C-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.
- 5.3.4 In AT&T-SOUTHWEST REGION 5-STATE, SORD interface provides CLEC with the ability to create simple and complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Web Local Exchange (WebLEX). In addition, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders in AT&T-SOUTHWEST REGION 5-STATE, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see Section 5.3.5.
- 5.3.5 As detailed in Sections 5.3.4, 5.4, 6.6.1, 5.6.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:
 - 5.3.5.1 Errors occurring between order generation and distribution must be corrected within five (5) hours for a simple order and within twenty-four (24) hours for a complex order;
 - 5.3.5.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
 - 5.3.5.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Attachment 17 (Performance Measures) as applicable if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.5.
 - 5.3.5.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a AT&T-SOUTHWEST REGION 5-STATE issued FOC.
- 5.4 In AT&T CALIFORNIA, SORD system supports the ordering of all Resale Services in AT&T-7STATES. If CLEC chooses to use SORD to issue orders in AT&T CALIFORNIA, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

- 5.5 AT&T makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of AT&T ordering requirements via formats provided on the Local Service Request (LSR) as defined by the Ordering and Billing Forum (OBF) and via EDI mapping as defined by Telecommunications Industry Forum (TCIF). In ordering and provisioning of Resale and UNE, CLEC and AT&T will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T's Local Service Ordering Requirements (LSOR). In ordering and provisioning UNE, CLEC and AT&T will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process. When a Local Loop is used to provide Telecommunications Service to more than one CLEC Customer via a CLEC supplied radio port, the LSR process will still be used.
- 5.6 For AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA regions, SORD interface provides CLECs with the ability to create simple and certain complex UNE orders that cannot be initiated through EASE, EDI or WebLEX.
- 5.6.1 For AT&T-SOUTHWEST REGION 5-STATE, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see Section 5.3.5.
- 5.6.2 In AT&T CALIFORNIA region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. CLEC shall respond timely to the LSC with correct information regarding orders submitted to SORD in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.5.
- 5.7 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T will utilize AT&T's ordering requirements which are based on industry ASR guidelines developed by OBF. AT&T support the ordering of Unbundled Dedicated Transport and local interconnection trunks for purposes of this Agreement via an ASR. These ASRs may be transmitted to AT&T via NDM Direct Connect, AT&T Access Ordering website or AT&T approved method of transmission. . Extended Enhanced Loops/Links (EELs) (also known as Multi-Serving Wire Centers) shall be ordered via the procedures set forth on the CLEC Online website, consistent with the Uniform Plan of Record.
- 5.8 For AT&T, WebLEX is the uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services, UNEs, and Local Number Portability. WebLEX is accessible via a Web Toolbar.
- 5.9 Complete Regional OSS ordering functions may be found on AT&T's CLEC Online website.

6. ADDITIONAL TERMS FOR PROVISIONING

- 6.1 Provisioning for Resale Services and UNEs in AT&T:
- 6.1.1 When CLEC places an electronic order via AT&T EDI ordering system as prescribed by the LSOR, AT&T will provide CLEC with a functional acknowledgement in the form of a "997" notice. The functional acknowledgement will follow the TCIF industry standard format.
- 6.1.2 When CLEC places an electronic order using AT&T's LSOR based ordering system (e.g. EDI and WebLEX) or the ASR-based ordering system as described in Section 5.7 above, AT&T will provide CLEC with an electronic confirmation notice (also known as a firm order confirmation ("FOC")). The confirmation notice will follow industry-standard formats and contain the AT&T confirmed due date for order completion. ("Due Date"). Upon completion of an LSR, AT&T will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when that order was completed (also known as a service order completion ("SOC")). In addition, AT&T will provide a loss notification and a post to bill notification, as discussed in the Uniform Plan of Record and defined in the AT&T LSOR.
- 6.1.2.1 Loss Notification - This response will be provided to the CLEC when an end user changes from one CLEC to another CLEC. It alerts the losing CLEC that a change requested by another CLEC has been completed and the end user is no longer theirs. This notification utilizes the 836 transaction. Loss Notifications are provided consistent with the AT&T LSOR.
- 6.1.2.2 Post to Bill Notification - The Post to Bill Notification is sent for each complete LSR/PON once all service orders associated with the request have posted to billing. This notification utilizes the 865 transaction. The time frame between an order posting to bill and the CLEC notification would be a minimum of two days. Post to Bill Notifications are provided consistent with the AT&T LSOR.
- 6.1.3 When CLEC places an electronic order using AT&T's LSOR based ordering system (e.g. EDI and WebLEX), AT&T shall provide electronic jeopardy notification of any instances when AT&T's due dates are in jeopardy of not being met by AT&T. This notice is known as a jeopardy notice and will be used to notify the CLEC in any instance where a Firm Order Confirmation has been sent and the due date of the order is in jeopardy of being met for any reason. Jeopardy codes and reject error codes/messages are identified in the LSOR and are sent at service order level. When CLEC places an electronic order using either AT&T's LSOR-based ordering system (e.g. EDI and WebLEX) or the ASR based ordering system as described in Section 5.7 above, AT&T shall provide electronic notification when an order contains rejections/errors in any of the data element(s) fields using error codes/messages as contained in the LSOR. This notice is known as a reject error notification and such notice will rarely be sent following a firm order confirmation. AT&T shall give such notice as soon as it identifies the jeopardy or reject.
- 6.2 Provisioning for Resale Services and UNEs in AT&T: AT&T will provision Resale services and UNEs as detailed in CLEC service order requests. Access to order status on such requests will be provided via the following electronic interfaces:

- 6.2.1 For AT&T, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, for AT&T-SOUTHWEST REGION 5-STATE pending orders can be viewed in SORD.
- 6.2.2 For AT&T, EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
- 6.2.3 For AT&T, EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

7. MAINTENANCE/REPAIR

- 7.1 AT&T will provide CLEC access to the following electronic interfaces to place and check the status of trouble reports for Resale, UNEs and LNP:
 - 7.1.1 In AT&T-7STATE, Trouble Administration (TA) system access provides CLEC with AT&T-7STATE software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via AT&T-7STATE Classic Toolbar.
 - 7.1.2 In AT&T, Electronic Bonding/Trouble Administration - Graphical User Interface (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.
 - 7.1.3 In AT&T, Electronic Bonding/Trouble Administration (EB/TA) is an 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. 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-12STATE will exchange requests over a mutually agreeable X.25-based network.
 - 7.1.4 Use of High Bandwidth Services Supplier. CLEC may identify one or more CLECs as an authorized High Bandwidth Service Supplier ("HBSS"), authorized by CLEC to add, change or delete High Bandwidth Services capabilities on a xDSL-capable Loop employed or ordered by CLEC. If CLEC chooses to utilize HBSSs under this section, the orders issued by the HBSS must appear, in all ways, as if the orders were submitted by CLEC. For orders submitted by the HBSS, AT&T will treat the order in exactly the same manner as if CLEC, and not a third party, submitted the order.

8. BILLING AND CUSTOMER USAGE

- 8.1 AT&T will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T will provide CLEC billing information in a paper format or via

18 track magnetic tape, as agreed to between CLEC and AT&T. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

- 8.1.1 For Resale Services in AT&T CALIFORNIA, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
 - 8.1.2 For Resale Services in AT&T-MIDWEST REGION 5-STATE, CLEC may elect to receive its bill on CD.
- 8.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 8.2.1 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.
 - 8.2.2 In AT&T-SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T-SOUTHWEST REGION 5-STATE Classic Toolbar.
 - 8.2.3 In AT&T, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
 - 8.2.4 In AT&T-12STATE, CLEC may receive electronically a Usage Extract Feed, or in AT&T 13STATE, a Daily Usage Feed (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.
 - 8.2.5 In AT&T 13STATE, CLEC may receive a Billing Detail File on cartridge or 18 track magnetic tape.
 - 8.2.6 In AT&T-MIDWEST REGION 5-STATE, CLEC may receive a mechanized bill via the AT&T-MIDWEST REGION 5-STATE Electronic Billing System (AEBS) transaction set.
- 8.3 Electronic access to billing information for UNEs (and for LNP and interconnection trunks where noted below) will also be available via the following interfaces:
- 8.3.1 For UNEs, LNP, and interconnection trunks, AT&T makes available to CLEC a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.
 - 8.3.2 In AT&T-SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T-SOUTHWEST REGION 5-STATE Classic Toolbar.
 - 8.3.3 In AT&T-12STATE, CLEC will receive a Usage Extract Feed, or in AT&T 13STATE, a Daily Usage Feed (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.

9. LOCAL ACCOUNT MAINTENANCE

9.1 Loss Notification

9.1.1 AT&T will provide Loss Notifications. This notification alerts CLEC that a change requested by another Telecommunications Carrier (TC) 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 836 transaction, and will also be available via the uniform ordering GUI interface.

9.2 Change of Preferred InterLATA or IntraLATA Carrier

9.2.1 AT&T shall accept and process the following types of preferred carrier changes sent by CLEC for end users subscribing to CLEC local service: (1) intraLATA toll and (2) interLATA toll.

9.2.2 When a CLEC end user authorizes a change of one of its preferred carrier designations, CLEC shall notify AT&T of this change using a Local Service Request ("LSR") which it will send to AT&T over the ordering gateway for provisioning local service. AT&T will not accept requests to change the PIC on a Resale, UNE Port or UNE Loop with Port Combination service via the CARE process. AT&T will follow industry guidelines in rejecting requests received via the CARE process.

9.2.3 CLEC acknowledges that these orders shall be processed via LSR Change orders and not the industry-standard PIC change process which is used with retail accounts.

10. REMOTE ACCESS FACILITY

10.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the purposes of OSS interconnection, a CLEC is defined by the National Exchange Carrier Association (NECA) Access Customer Name Abbreviation (ACNA) and any access limitations applied by AT&T shall be applied regionally. For the AT&T-SOUTHWEST REGION 5-STATE, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Chicago, IL, serves AT&T-MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the AT&T CONNECTICUT region. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 10.2. 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 Attachment OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility. CLEC shall be allowed to use a single physical termination for multiple trading partner ids to access AT&T's network.

10.2 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," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the RAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the AT&TRAF. 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.

- 10.3 For AT&T-13STATE, CLEC shall use TCP/IP to access AT&T-13STATE OSS via an AT&T RAF. In addition, CLEC shall have at least one unique public-registered 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.
- 10.4 For AT&T-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC RAF access plans in detail and schedule testing of such connections.
- 10.5 For AT&T 13STATE region, CLEC may use a private line connection. CLEC shall provide and maintain own router and CSU/DSU.
- 10.6 For dedicated RAF locations (e.g. LRAF, PRAF, ARAF, and SRAF) if CLEC wants to establish connectivity for the first time, or if CLEC wants to upgrade their existing connection, then AT&T-13STATE will provide specifications for connecting to the new dedicated RAF facility. CLEC connections to any other nonxRAF facility within the AT&T-13STATE service areas are grandfathered and no new CLEC connections will be made to such non-dedicated facilities.

11. DATA CONNECTION SECURITY REQUIREMENTS

- 11.1 CLEC agrees that interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with the applicable interconnection procedures: "AT&T Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, current at the time of initial interconnection in each region for access to AT&T's OSS. The following additional terms in this Section govern direct and dial up connections between CLEC and AT&T for access to OSS Interfaces
- 11.2 Joint Security Requirements.
 - 11.2.1 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.)
 - 11.2.2 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, and 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.
 - 11.2.3 For user IDs established prior to common block ID assignment, each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
 - 11.2.4 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.

- 11.2.5 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 CLEC or AT&T 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.
- 11.2.6 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.

11.3 Additional Responsibilities of Both Parties.

- 11.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T'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.
- 11.3.2 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.
- 11.3.3 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.
- 11.3.4 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.
- 11.3.5 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.

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

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

11.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 11.5 – 11.11 summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T, respectively, as the providers of the computer, network or information in question.

11.4.2 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.

11.5 General Policies

11.5.1 Each Party's resources are for approved business purposes only.

11.5.2 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.

11.5.3 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.

11.5.4 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.

11.5.5 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.

11.6 User Identification

11.6.1 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.

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

11.6.3 Userids will be revalidated on a monthly basis.

11.7 User Authentication

11.7.1 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.

11.7.2 Passwords must not be stored in script files.

11.7.3 Passwords must be entered by the user in real time.

11.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the userid; 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.

11.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

11.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

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

11.8 Access and Session Control

11.8.1 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.

11.8.2 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.

11.9 User Authorization

11.9.1 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.

11.10 Software And Data Integrity

11.10.1 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.

- 11.10.2 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.
- 11.10.3 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.
- 11.10.4 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.

11.11 Monitoring And Audit

- 11.11.1 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 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."

- 11.11.2 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.

12. COOPERATIVE TESTING AND TRAINING

- 12.1 Prior to introduction of new applications or interfaces, or modifications of the same, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.
- 12.2 Prior to live system usage, CLEC must complete user education classes for AT&T-provided interfaces that affect the AT&T network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education Section. CLEC Training schedules by region are also available on the CLEC website and 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. CLEC can obtain a copy of the proposed contract and price list for these OSS classes from their CLEC account manager.
- 12.3 A separate registration form will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC and AT&T agree that charges will be billed by AT&T and CLEC's payment is due 30 days after receipt of the invoice. CLEC agrees to provide to AT&T completed registration forms for each student no later than one week prior to the scheduled training class. CLEC agrees to pay a cancellation fee for the full price noted in the separate agreement if CLEC cancels scheduled classes less than two weeks prior to the scheduled start

date. Should AT&T cancel a class for which CLEC is registered less than two weeks prior to the scheduled start date of that class, AT&T will waive the charges for the rescheduled class of the registered students.

12.3.1 Schedules for OSS Classes and CLEC Education Workshops are available on CLEC OnLine.

- 12.4 CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 12.5 CLEC may request that classes be scheduled on particular dates. Class dates will be based upon CLEC request and AT&T availability, and will be coordinated among CLEC, CLEC's AT&T Account Manager, and AT&T Industry Markets CLEC Training Product Management.
- 12.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other AT&T system are strictly prohibited.
- 12.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of AT&T's OSS in accordance with this Attachment and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 6 of the General Terms and Conditions.

13. MISCELLANEOUS CHARGES

- 13.1 For AT&T-SOUTHWEST REGION 5-STATE only, when CLEC requests Bill Plus™, it agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 For AT&T-7STATE, when CLEC requests the billing function for Usage Billable Records, it agrees to pay established rates pursuant to Appendix Pricing UNE.
- 13.3 For AT&T-7STATE, when CLEC requests the Local Disconnect Report pursuant to Sections 9.4 and 9.5 of this Attachment, it agrees to pay \$0.003 per entry.
- 13.4 For AT&T, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by AT&T on an Individual Case Basis (ICB) and priced as such.
- 13.5 AT&T CONNECTICUT will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by the Department of Public Utilities of Connecticut.

ATTACHMENT 27A
ADDITIONAL OPERATIONAL SUPPORT

1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions under which the applicable AT&T owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.
- 1.2 AT&T, Inc. (AT&T) means the holding company which owns the following ILECs: 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; Illinois Bell Telephone Company d/b/a Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2.1 AT&T - As used herein, AT&T means the applicable above listed ILEC(s) doing business in Kentucky.

2.0 Additional Terms For Provisioning

- 21 Provisioning for Resale Services and UNEs in AT&T:
- 2.1.1 AT&T shall provide all provisioning services to CLEC during the same business hours AT&T provisions similar services for its end user customers but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m., excluding Holidays and where an accessible letter has notified CLEC of a central office freeze. AT&T will provision non-coordinated standalone number portability-only cutovers on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (RSMS) is unavailable due to update or maintenance activity. Provisioning of non-coordinated standalone number portability cutovers on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems (LSMS) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cutovers will be determined via the Bona Fide Request process and CLEC agrees to reimburse AT&T for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC requests that AT&T perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, AT&T shall provide such services at the rates, if any, as provided in the Bona Fide Request process.
- 2.1.2 When an end user changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number, however in circumstances where a resale customer disconnects service, AT&T shall provide the referral announcement. These arrangements will be provided for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end

users, but must be requested on the LSR. Custom messages, extensions in duration, or other special requests are subject to each Party's applicable tariffs.

- 2.1.3 At CLEC's request, AT&T will perform acceptance testing to the circuit demarc with CLEC (including trouble shooting to isolate any problems) to test UNE T1 and UNE T3 services purchased by CLEC in order to identify any performance problems at turn-up of the service. Other acceptance testing is provided as set forth in the Agreement.
- 2.1.4 Where AT&T provides installation on behalf of CLEC, AT&T shall advise CLEC's end user to notify CLEC if the CLEC end user requests a service change at the time of installation.
- 2.2 Provisioning of Order Coordination (OC) and Order Coordination – Time Specific (OC-TS) Orders:
 - 2.2.1 AT&T agrees that CLEC may use AT&T OC-TS process or Order Coordination (OC) process for migration requests on unbundled 2-wire Loops with LNP.
 - 2.2.2 CLEC shall order these services from AT&T by delivering to AT&T a valid Local Service Request (LSR), and AT&T shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.
 - 2.2.3 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the Order Coordination. If AT&T cannot comply with the request, in its FOC, AT&T will designate a due date that AT&T commits to meet.
 - 2.2.4 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.
 - 2.2.5 AT&T shall test for dial tone and ANI supplied by the CLEC switch to the designated pair assignment by testing through the tie cable provisioned between AT&T main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by AT&T no later than 24 hours prior to the cut. If AT&T finds problems during pre-testing, AT&T shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.
 - 2.2.6 For OC orders, CLEC shall call AT&T to initiate the cut not sooner than 10 minutes prior to the scheduled cut time or 30 minutes after the scheduled cut time. If CLEC does not call within these timeframes, CLEC will be required submit a supplemental LSR in a timely manner.
 - 2.2.7 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in the performance measurements incorporated by reference into Attachment 17 of this Agreement.

3.0 **Maintenance/Repair**

- 3.1 AT&T shall provide maintenance and repair functions (including testing and surveillance for applicable services) for Resale Services, UNE, and number portability purchased by CLEC, and shall provide electronic Interfaces to permit CLEC to place trouble reports and receive maintenance status updates. Each Party shall make maintenance progress reports and status of repair efforts available to the other Party.
- 3.2 In the event AT&T misses a scheduled repair appointment on behalf of CLEC, AT&T will notify CLEC via the electronic Interface used to place the trouble report, in parity with notice provided to its own retail end users.

- 3.3 AT&T shall provide repair services to CLEC for CLEC end users that are equal in quality to that which it provides to its own retail end users. Trouble calls from CLEC shall receive response time priority that is at least equal in quality to that of AT&T retail end users and shall be handled on a "first come first served" basis regardless of whether the end user is a CLEC end user or a AT&T end user.
- 3.4 For Resale Services and UNEs provided to CLEC under this Agreement, AT&T shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures that AT&T currently provides for the maintenance of its own network. AT&T shall provide CLEC at least ten (10) business days advance notice of any scheduled maintenance activity which will impact CLEC end users. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, and major equipment replacements. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise.
- 3.5 For Resale Services and UNEs provided to CLEC under this Agreement, AT&T shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by AT&T on any service, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC end users. AT&T shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that AT&T shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.
- 3.6 AT&T shall provide CLEC with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification to CLEC of the existence, location, and source of any emergency network outage potentially affecting a CLEC end user; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all services; (iii) methods and procedures to provide CLEC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) in the event that temporary restoration methods are employed to restore service under an emergency condition, AT&T will advise CLEC on what methods and procedures will be utilized for a permanent resolution; (v) equal priority, as between CLEC end users and AT&T end users, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and updated as needed.
- 3.7 Each Party shall establish mutually acceptable methods and procedures for referring callers to the Toll Free number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair.
- 3.8 Maintenance charges for premises visits by AT&T technicians shall be billed by AT&T to CLEC and not by AT&T to CLEC's end user. All forms, business cards or other materials furnished by AT&T technicians to CLEC end users will contain no brand. If the CLEC end user is not at home when the AT&T technician arrives, the AT&T technician shall leave on the premises "not-at-home" cards that are unbranded but include the contact number for CLEC, pursuant to Attachment 27, Section 3.14. The AT&T technician will not leave on the premises a AT&T-branded "not-at-home" card.

4.0 Local Account Maintenance

4.1 To the extent permitted by state law, AT&T shall make account local service provider change prohibited (LSCP) available for CLEC's end users (for which CLEC purchases resale services from AT&T) on a basis that is at least equal in kind and quality to the local service provider freezes it provides to its end users.

5.0 Change in Service Provider

5.1 If an end user notifies AT&T or CLEC that the end user requests local exchange service from such Party, the Party receiving such request shall be free to immediately provide service to such end user and to use any CPNI of such end user in its possession to provide such service. The currently serving Party shall release customer-specific facilities in accordance with the end user's direction or that of the end user's authorized agent.

5.2 When an CLEC end user (for which CLEC purchases resale services or UNEs from AT&T) changes or withdraws authorization to provide service, CLEC shall provide, upon request by AT&T, necessary pre-order information to facilitate the prompt release of end user-specific facilities in accordance with the end user's direction. If the account has a local freeze, CLEC will release the preorder information to a new service provider or an end user's authorized agent upon the removal of the freeze by the end user. Such pre-order information, provided via CLEC Customer Service Record or some other mutually agreed-upon method, shall include the AT&T telephone number (or, if none, the end user's circuit ID), AT&T billing account number and any services or features, including listings. The Party or other agent authorized to commence service for such end user shall be free to re-use the facilities and issue service orders or Local Service Requests ("LSRs") as required to commence such service and discontinue prior service.

6.0 Reservation of Rights/Intervening Law

6.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 28: COMPREHENSIVE BILLING

1. INTRODUCTION

- 1.1 This Attachment sets forth the terms and conditions on which the Parties shall bill all charges the Parties incur under the Interconnection Agreement. Attachment 28: Comprehensive Billing shall be added to the Agreement and, where the terms and conditions of this Attachment differ from provisions in the Agreement, the terms and conditions of this Attachment shall govern; provided, however that any differing provisions in other Attachment(s) of this Agreement pertaining to collocation and to access to and use of space on or in poles, conduits or rights-of-way shall govern over this Attachment for the charges, functions and/or services subject thereto.
- 1.2 Each Party will provide the other Party at no additional charge a single point of contact for the handling of any billing questions or problems, including those arising from the Official Bill, and from DUF content, that may arise during the implementation and performance of the terms and conditions of this Attachment.
- 1.3 AT&T will bill in accordance with this Attachment those charges CLEC incurs under this Agreement; including charges for Resale services, Network Elements, Interconnection and other services, except as noted in Section 1.1 of this Attachment. CLEC will bill in accordance with this Attachment those charges AT&T incurs under this Agreement; including charges for Interconnection and other services. Those billing items that are billed today in CABS will remain billed in CABS unless the FCC or State Commission rules that the billing item is no longer a UNE and the resultant service is altered in a manner that renders it incompatible with continued CABS billing. At that point, AT&T would make a determination on whether the item would remain in CABS billing system. Any new elements billed in CABS will be in accordance to OBF guidelines where they have been developed. The requirements for CABS billing under this Attachment are set forth in Section 3.0 of this Attachment. The requirements for resale billing and other charges billed by agreement of the Parties from AT&T's resale billing system are set forth at Section 4.0 of this Attachment.
- 1.4 The Billing Party shall bill the Billed Party for each Unbundled Network element, resold Service or Interconnection facilities, products or services supplied by the Billing Party to the Billed Party pursuant to this Agreement at the rates prescribed in the Pricing Schedule or AT&T Tariff, as applicable. The Billing Party will bill the Billed Party based on the actual charges incurred; provided, however, for those usage-based charges where actual charge information is not determinable by the Billing Party, the parties will jointly develop a process to determine the appropriate charges. The factor process shall be that prescribed in Attachment 12. Measurement of usage-based charges shall be as set forth in Sections 3 or 4 of this Attachment.
- 1.5 Except as otherwise specified in this Agreement, each Party shall be responsible for all costs and expenses it incurs in complying with its obligations under this Agreement.). The Parties acknowledge that billing format changes will be determined by industry forums (e.g. OBF, TRG) or, for those issues outside the industry forum's purview, agreement by the CLEC community in the CLEC forum, and not solely by the Parties.
- 1.6 Bills issued in accordance with this Article shall be payable according to the provisions of Section 8 of the General Terms and Conditions of this Agreement. Any bill received on a Saturday, Sunday or a day designated as a holiday will be deemed received the next business day.

2. BILLING INFORMATION AND CHARGES-GENERAL

- 2.1 Official Bills are either the mechanized bill sent through the medium agreed to by the Parties or a paper bill. If there are no industry-standard billing format (e.g. no CABS format) for the billing of another service provided under this Agreement, the billing medium for such service will be paper, until such time as a mechanized medium is developed, which is mutually agreed to by the Parties.
- 2.1.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to evaluate whether to establish Connect:Direct transmission capabilities with the other Party. If such party elects to establish Connect:Direct, it will do so at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic 36-track or other technically feasible means as agreed to by the Parties. Billing information and data contained on magnetic tapes for payment will be sent to the Parties at the locations set forth in Section 5 of this Attachment, unless other locations are designated by the respective Party. The Parties acknowledge that all tapes will be transmitted to the other Party via US Mail or, if pre-paid by the billed Party, Overnight.
- 2.1.2 Unless otherwise agreed between the Parties, the Billing Party shall provide information on the paper invoices for each CLEC account number sufficient to enable the Billed Party to identify the services being billed, the type of service ordered and the usage to which the billed charges apply. There may be situations involving usage based charges where summarization of multiple accounts is adequate, but such determination must be made in advance by agreement of the Parties before issuance of any bills that combine accounts.
- 2.1.3 Intentionally Left Blank.
- 2.1.4 If either Party requests one or more additional copies of a bill, the first copy will be provided to the requesting Party free of charge. Provided initial bill was received, additional copies, beyond one, may be subject to a reasonable fee to be paid by the requesting Party to the Billing Party. The fee for additional bill copies will be as defined in the applicable state and interstate Access tariff.
- 2.2 The Billing Party will provide the Billed Party a monthly bill that includes any charges incurred by and credits and/or adjustments due to the Billed Party pursuant to this Agreement. Each bill provided by the Billing Party to the Billed Party will include some, or all, of the following types of charges: (1) all non-usage sensitive charges incurred for the period beginning with the day of the current bill date and extending to, but not including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 2.3 below, (3) unbilled usage sensitive charges for the period beginning with the day of the last bill date and extending up to the day before the current bill date, (4) any previously unknown usage sensitive charges that are now known, for prior periods, providing they shall not exceed the periods set forth in Section 2.3 below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in Section 2.3 below.
- 2.3 AT&T may send bills to CLEC, or CLEC may send bills to AT&T, containing amounts found to be unbilled, or underbilled ("Backbill(s)"), as follows:
- 2.3.1 Except as provided in Section 2.3.5 below, for erroneous failure to bill or under billing of any charges incurred by the billed Party under this Agreement, the billing Party may submit a bill to the billed Party for charges incurred by the billed Party up to twelve (12) months prior to the Backbill date. For the purposes of this Section 2.3, charges shall be

deemed incurred (i) for services charged on a usage-sensitive basis, upon the recording of such usage and (ii) for all other services, upon the first day of the billing cycle in which the Billed Party used such service; or,

- 2.3.2 For failure to bill or underbilling where data exchange with third party carriers is required, the billing Party may submit a bill to the billed Party for charges incurred by the billed Party up to twelve (12) months prior to the Backbill date; or
- 2.3.3 Where AT&T or CLEC is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, AT&T may submit to CLEC, or CLEC may submit to AT&T, up to twelve (12) months after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by CLEC, or incurred by AT&T, as a result of, and since the applicable Governmental Requirement Date; or
- 2.3.4 AT&T and CLEC will exert best efforts not to send Backbills from any Non-CABs billing system, and each Party will use best efforts not to send Backbills for CABS/BOS-billed charges, outside the time periods defined in Section 2.3.1 through 2.3.3, above. In any event, except as provided in Section 2.3.5 below, neither CLEC nor AT&T will be liable for charges contained in Backbills that are sent outside the time periods defined in Section 2.3.1 through Section 2.3.3.
- 2.3.5 The billing Party may send Backbills outside of the time periods defined in Section 2.3.1 through Section 2.3.3, but otherwise subject to the limitations in this Agreement applicable to billing disputes, for charges incurred by the billed Party where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the billed Party, and the billed Party shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by the billed Party and in part by the billing Party, the Parties may agree upon other time periods for Backbilling.

3. ADDITIONAL CABS SPECIFIC BILLING REQUIREMENTS

- 3.1 The Parties will issue all bills in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly CABS billing dates (Bill Date) for each BAN, which Bill Date will be the same day month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. A Billing Party which changes, adds or deletes a BAN, which change was not initiated by the billed party, will provide written notification to the Billed Party's billing notice contact within 7 business days of making such change, add, or delete of a BAN, except where such changes are applicable to all CLECs, in which case notice will be provided via Accessible Letter on AT&T's CLEC Online web site. Each Party will provide one invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in Section 8.1 of the General Terms and Conditions), whichever is earlier. If either Party fails to provide billing data and information within the time period specified above, the Parties may arrange for an extension of payment, provided the billed party must notify the billing party.
 - 3.1.1 For CABS-billed services, AT&T will assign to CLEC Billing Account Number (BAN) as necessary

- 3.1.2 For all of CLEC's end users, AT&T shall recognize CLEC as the customer of record and, subject to 3.1.2.1-3.1.2.2 below, will send all notices, bills and other pertinent information directly to CLEC, unless CLEC specifically requests otherwise and is mutually agreed to by the Parties.
 - 3.1.2.1 For toll traffic where SBC is the PIC'd provider to CLEC local service end users, and
 - 3.1.2.2 In instances where services are not unbundled---as specified (hearing impaired equipment, calling plans)
- 3.2 The Billing Party shall provide information on the invoices for each Billing Account Number (BAN) sufficient to enable the Billed Party to identify Network Elements being billed, the type of service ordered and the usage to which the billed charges apply. Each CABS bill for Network Elements will set forth the quantity and description of each Network Element provided and will include a CSR. Each bill for Interconnection will set forth the usage and applicable rates billed for Reciprocal Compensation.
- 3.3 Minute of use sensitive charges associated with Unbundled Network Elements and facilities based interconnection services will be measured in actual conversation seconds. For purposes of billing charges, total conversation seconds, per each chargeable traffic type will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute.
- 3.4 All bills in CABS format shall contain billing data and information in accordance with CABS BOS standards as published by Telcordia Technologies, Inc., or its successor.
- 3.5 Electronic Transmission for CABS bills
 - 3.5.1 If AT&T transmits data in a mechanized format, AT&T will comply with the following specifications which are not contained in CABS guidelines but which are necessary for CLEC to process billing information and data:
 - (a) The BAN will not contain embedded spaces or low values.
 - (b) The Bill Date will not contain spaces or non-numeric values.
 - (c) Each bill must contain at least one detail record.
 - (d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
 - (e) The invoice number must not have embedded spaces or low values.
 - 3.5.2 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements, within CABS BOS standards. The Parties will provide one another reasonable (within 3 business days) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to the billed Party, at the billing Party's sole expense, in a form that meets the specifications.
 - 3.5.3 At CLEC's request, AT&T will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC.

3.5.4 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	SBC TEXAS Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional) Or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

4. ADDITIONAL NON -CABS BILLING REQUIREMENTS

- 4.1 The Parties will bill each other in accordance with this Attachment those Resale Services and other billed services charges incurred under this Agreement.
- 4.2 AT&T shall recognize CLEC as the customer of record for all Resold Service and will send all notices, bills and other pertinent information directly to CLEC, unless CLEC specifically requests otherwise.
- 4.3 The Billing Party shall provide information on the resale billing system invoices for each CLEC account number sufficient to enable the Billed Party to identify the services being billed, the type of service ordered and the usage to which the billed charges apply. Until guidelines are established by the OBF or established OBF guidelines are operationalized in the AT&T connectivity billing process, charges will be rendered to CLEC on paper invoices containing summary level information consistent with the requirements detailed in subsections 4.3.1 and 4.3.2, below. Detail supporting the summary level information contained on the paper invoice will be made available by use of the electronic bill as provided by the Billing Party to the Billed party upon request.
 - 4.3.1 For paper bills the Billing Party will identify billing dates (Bill Date) for each CLEC account number, which Bill Date will be the same day month to month. For paper bills, the Billing Party will provide one invoice associated with each CLEC account number. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by the Billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in Section 8.1

of the General Terms and Conditions), whichever is earlier. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

4.3.2 When using paper bills, AT&T will assign to CLEC a separate CLEC account number for each bill. Resale bills will be segmented by State and OCN.

4.3.3 The provisions of Section 4.3 through 4.3.2 do not relieve the Billing Party of the obligation to utilize CABS billing as required by Section 1.3 of this Attachment.

4.4 For bills sent by AT&T from its resale billing system pursuant to Section 4 above, the Parties will establish monthly billing dates and separate invoices for each account number, which Bill Date will be the same date month to month. Each account number will be provided by AT&T in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. . All bills must be received by billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier.

4.4.1 RESALE and Other RBS Services- AT&T will assign a separate account number to CLEC for each state and billing type.

4.4.2 Resold service shall be measured at the message level in conversation seconds. The conversation seconds will be rounded on a per message basis to whole minutes, then totaled for all messages in a monthly bill cycle.

4.5 Electronic bills will be available to CLECs based upon CLECs profile designation.

5. TAPE OR PAPER TRANSMISSIONS

For additional information for tape or paper transmission see AT&T's CLEC Online website.

5.1 The requirements of Sections 5.1.1 through 5.5 apply to all tape or paper transmissions. Further requirements specific to CABS tape transmissions are set forth in Sections 5.6

	TO CLEC	TO AT&T
Tape Transmissions via U.S. Mail:		AT&T Tape Transmissions 600 North 19 th Street 27 th Floor, D3 Birmingham, AL 35203 Phone (205) 321-3900
Tape Transmissions via Overnight Delivery:		AT&T Tape Transmissions 600 North 19 th Street; 27 th Floor, D3 Birmingham, AL 35203 (205) 321-3900
Paper		CLEC Reciprocal Compensation –

Transmissions via U.S. Mail:		AT&T 722 N. Broadway, 10 th Floor Milwaukee, WI 53202 ATTN: Recip Comp
Paper Transmissions via Overnight Delivery:		CLEC Reciprocal Compensation AT&T 722 N. Broadway, 10 th Floor Milwaukee, WI 53202 ATTN: Recip Comp

- 5.2 Each Party will adhere to tape packaging practices that will prevent data damage.
- 5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 36-track, odd parity, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each Party must return all tapes created by the other Party for investigation if a tape has been determined to have unrecoverable errors.
- 5.4 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. The external and internal serial number shall be the same.
- 5.5 Billing tape labels will conform to the following OBF standards, as the same may change from time to time. Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

- 5.6 For CABS, billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format

	CABS BOS
Record Length	225 bytes (fixed length)
Blocking factor	system generated
Block size	system generated.
Labels	Standard IBM Operating System

6. TESTING REQUIREMENTS

- 6.1 Where required by the applicable Commission, at least 90 days prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, or tape; or at least 20 days prior

to either party changing to a new CABS version; or at least 20 days prior to either party changing bill mediums (e.g., from paper to electronic), the billing Party will send bill data in the mechanized format according to this Attachment, for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. AT&T shall also provide to CLEC's company manager, located at [Address to be provided by New Talk] the LEC's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (20) calendar days prior to testing or a change in the LEC's originating or state level company code. CLEC will notify AT&T within the time period agreed to by the Parties if the billing test file fails to meet CABS/BOS specifications. AT&T shall make the necessary corrections within the time period agreed to with CLEC to ensure that the billing test file meets CABS/BOS specifications. AT&T shall not send CLEC a mechanized CABS bill for Network Elements (except for testing) until such bills meet CABS/BOS specifications.

- 6.2 After receipt of the test data the Party receiving the data will notify the Party sending the data if the billing test file meets testing specifications. If the billing test file fails to meet the agreed testing specifications, the Party sending the data will make the necessary corrections. Up to three (3) sets of testing data must meet the mutually agreed testing specifications prior to either Party sending a mechanized production bill for the first time via electronic transmission or tape. Thereafter, the billing Party may begin sending the billed Party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

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9. MEETPOINT BILLING – FACILITIES BASED

- 9.1 CLEC and AT&T will establish Meet Point Billing (MPB) arrangements in order to provide Switched Access via AT&T's Access Tandem in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

- 9.2 CLEC and AT&T will implement the Multiple Bill/Single Tariff option. 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.

9.2.1 The details of record exchange options available to CLEC from AT&T are set forth in Attachment 24: Recording.

- 9.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, IXC billing contact telephone number, IXC type of service, IXC ACTL and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.

- 9.4 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 handle

by the Parties via the Meet Point Billing arrangement, when the Parties do not have all detailed recordings for billing. The Parties agree that AT&T will bill IXCs for originating and terminating access charges from its recordings. AT&T will pass EMI records to the CLEC when it is the Official Recording Company. The Parties also agree that AT&T Kentucky and CLEC will exchange EMI records when each is acting as the Official Recording Company. Information shall be passed or 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.

- 9.5 Neither Party will compensate the other for any record exchange under Section 9 of this Attachment or under Appendix Recording.
- 9.6 The Official Recording Company will provide to the other Party the Switched Access Detail Usage Data (category 1101XX records) via such media as the Parties may agree to, on a daily basis within ten (10) business days after the usage occurs. The Official Recording Party will send such data to the location specified by the other Party.
- 9.6.1 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 tandem routed traffic and
 - (3) the SSP company for originating 800 traffic.
- 9.7 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC. Each Party shall pay the other the appropriate switched access charges set forth in AT&T's Intrastate and Interstate Switched Access Tariffs. CLEC will pay AT&T the database query charge as set forth in the AT&T Intrastate and Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission, as applicable. Where technically feasible, each Party will provide the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX customers. The records provided will be in standard EMI format.
- 9.8 Each Party agrees to provide the other Party with notification of any discovered errors in data within ten (10) business days of the discovery. The appropriate Party will correct the error within sixty (60) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost. If either Party fails to provide meet point billing data required under Section 9 of this Attachment due to loss, uncorrectable errors or otherwise, the provisions of 5.3 and 5.4 of Attachment 24: Recording applicable to AT&T shall apply for the purposes of this Section, to the Party failing to provide the Meet Point Billing data, and shall govern that Party's liability for the lost, unrecorded, damaged or destroyed billing data. The foregoing shall not limit AT&T's obligations, if any, under the Attachment pertaining to performance measures/remedies.
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- 9.8.2 Intentionally Left Blank.

- 9.9 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

10. MUTUAL COMPENSATION

- 10.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement at Attachment 12: Inter-carrier Compensation (including Reciprocal Compensation) and in accordance with this Section 10.
- 10.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS data content via current industry processes for mutual compensation. This is described in Section 3.2, preceding.
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11. PAYMENT OF CHARGES

- 11.1 Each Party will pay bills applicable to this Agreement as set forth in Section 8 of the General Terms and Conditions. Sections 8 and 9 of the General Terms and Conditions shall apply to payment of charges, deposits, and billing, disputes. Billing disputes and any rights of termination or disconnection relevant to non-payment of charges shall be governed by Sections 8, 9 and 10 of the General Terms and Conditions.

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13. CUSTOMER USAGE DATA – GENERAL REQUIREMENTS

- 13.1 Daily usage data will be provided by AT&T to CLEC via a daily usage file (DUF). The DUF will be provided when CLEC purchases Resale services and/or other services billed out of the resale billing system. AT&T will not provide usage data where customers have flat rate local services billed out of the resale billing system, but will provide usage data where customers have measured local services.
- 13.2 AT&T will provide all usage data for CLEC's customers using the AT&T-provided Resale services and/or other services billed out of the resale billing system
- 13.3 AT&T will provide usage data for completed calls for Resale services and/or other services billed out of the resale billing system offerings that AT&T records for itself (e.g., Local Measured Service).
- 13.4 AT&T will only provide daily usage files pursuant to this Section for services described in Section 13.1 and provided to CLEC under this Agreement.

14. CUSTOMER USAGE DATA FORMAT FOR SERVICES DESCRIBED IN SECTION 13.1

- 14.1 AT&T will provide usage data in the OBF Exchange Message Interface (EMI) format and by category, group and record type.
- 14.2 AT&T will include the Working Telephone Number (WTN) of the call originator, when available from the network recording, as well as the terminating telephone number on each EMI call record, when

available from the network recording. Parties agree to work together if industry problems prevent the delivery of this data.

- 14.3 All usage records will be in packs in accordance with current EMI standards, as those may change from time to time.
- 14.4 Intentionally Left Blank
- 14.5 AT&T will transmit formatted usage data to CLEC over Network Data Mover Network using CONNECT:DIRECT protocol, or otherwise agreed to by the Parties.
- 14.6 CLEC and AT&T will test and certify the CONNECT:DIRECT interface to ensure the accurate transmission of usage data.
- 14.7 AT&T will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 14.8 Changes to the DUF (Usage Data EMI format, content, and transmission processes) will be tested prior to implementation as mutually agreed by both parties and written notification will be provided to CLEC at least 60 days in advance to request Test data from AT&T.

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

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1.0 Introduction

1.1 This Attachment sets forth the terms and conditions under which AT&T SOUTHEAST REGION 9-STATE will perform the revenue settlement of LEC-carried intrastate/intraLATA or interstate/intraLATA local/toll alternately billed calls between each of the aforementioned regions and the CLEC via the Centralized Message Distribution System (CMDS) Non-Intercompany Settlement (NICS) reports.

2.0 Definitions

2.1 "Non-Intercompany Settlement (NICS)" means a revenue settlement process for messages which originate from CLEC and bill to AT&T SOUTHEAST REGION 9-STATE and messages which originate from AT&T SOUTHEAST REGION 9-STATE and bill to CLEC. NICS messages must originate and bill within the same AT&T-Owned ILEC across the fourteen (14) individual states which make up these two regions.

2.2 "Non-Intercompany Settlements System" or "NICS System" means the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different Local Exchange Carriers (LECs) within a single CMDS Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within both AT&T SOUTHEAST REGION 9-STATE.

3.0 General Provisions

3.1 NICS shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T SOUTHEAST REGION 9-STATE billed by CLEC (when the CLEC is using its own End Office Switch), or messages originated by CLEC and billed by AT&T SOUTHEAST REGION 9-STATE within the same AT&T SOUTHEAST REGION 9-STATE State (i.e., messages for intrastate/intraLATA traffic only).

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

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

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

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

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

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

3.8 Net payment shall be due within thirty (30) calendar days of the date of the invoice.

4.0 Responsibilities of the Parties

4.1 Each Party is responsible for submitting the appropriate Exchange Message Interface (EMI) End User billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its End User.

5.0 Limitation of Liability

5.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms & Conditions of this Agreement:

5.1.1 **AT&T SOUTHEAST REGION 9-STATE** assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that **AT&T SOUTHEAST REGION 9-STATE** will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which **AT&T SOUTHEAST REGION 9-STATE** may have relied in preparing settlement reports or performing any other act under this Attachment.

5.1.2 **AT&T SOUTHEAST REGION 9-STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of **AT&T SOUTHEAST REGION 9-STATE**. Any losses or damage for which **AT&T SOUTHEAST REGION 9-STATE** is held liable under this Attachment will in no event exceed the amount that CLEC would have billed **AT&T SOUTHEAST REGION 9-STATE** per CLEC's existing tariff for the services provided hereunder during the period beginning at the time **AT&T SOUTHEAST REGION 9-STATE** receives notice of the error, interruption, failure or malfunction, to the time service is restored.

5.1.3 **AT&T SOUTHEAST REGION 9-STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a Third Party.

Pricing Schedule - Kentucky															
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
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 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					0.0000136									
	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								
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://wholesale.att.com/															
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 SOMEc 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 SOMEc 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				SOMEc	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN	7.86	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.															

Pricing Schedule - Kentucky															
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
	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, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, 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)						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					
	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							
	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					
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00							
	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															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES�		24.96	3.52							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.44	5.01							
	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					

Pricing Schedule - Kentucky																
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
	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	URES L		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		26.44	5.01								
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						
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						
	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						
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						
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						
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	URES L		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES P		26.44	5.01								
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						

Pricing Schedule - Kentucky																
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
	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								
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								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		23.01									
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						
	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		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.44	5.01								
	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		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.44	5.01								
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		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.44	5.01								
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						

Pricing Schedule - Kentucky																
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
	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	24.96	3.52									
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP	26.44	5.01									
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTC1	OCOSL	23.01										
MAINTENANCE OF SERVICE																
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVB		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, 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, NTC1, 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								

Pricing Schedule - Kentucky															
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
	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															
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00							
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)															
Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		73.53	49.47							
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		115.96	91.91							
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.56	8.56							
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.56	8.56							
UNE OTHER, PROVISIONING ONLY - NO RATE															
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTC1, USL	UNECN	0.00	0.00								
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTC1	CCOSF		0.00	0.00							
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTC1	CCOEF		0.00	0.00							
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00								
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					

Pricing Schedule - Kentucky																
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
	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 - 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						
UNBUNDLED DARK FIBER																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF	1L5DF	30.74										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF	UDF14		732.53	192.67	377.27	241.67						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
DS3/UNBUNDLED LOCAL LOOP - Stand Alone																
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.25										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	308.31	551.38	338.08	173.00	120.42						
ENHANCED EXTENDED LINK (EELs)																
Network Elements Used in Combinations																
	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						
	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	1L5ND	9.25										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.31	237.36	147.69	83.43	32.67						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	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	1L5XX	4.09										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39						
ADDITIONAL NETWORK ELEMENTS																
Optional Features & Functions:																
	Clear Channel Capability Extended Frame Option - per DS1	i		U1TD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	i		U1TD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	i		U1TD1, UNC1X, USL	NRCCC		184.91	23.82	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, UE3, UNC3X	NRCCC		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/DS1Channel System			UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30						
	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								
	DS1 COCI in combination			UNC1X	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, NTCD1	UC1D1	11.80	6.71	4.84								

Pricing Schedule - Kentucky															
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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNC1X, XDH1X, HFQC6, XDD2X,-XDV6X,	UNCCC		8.98	8.98							
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	i		U1TVX, U1TD3, UDF, UE3	URES L		36.80	16.10							
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TD3, UDF, UE3	URES P		1.49	1.49							
Service Rearrangements															
	NRC - Order Coordination Specific Time - Dedicated Transport	i		UNC1X, UNC3X	OCOSR		18.87	18.87							
COMMINGLING															
	Commingling Authorization			UNCVX, UNC1X, UNC3X, U1TD3, UE3, U1TVX,	CMGAU	0.00	0.00	0.00	0.00	0.00					
Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	0.6228	10.07	7.08							
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	29.26	164.11	122.36	78.91	18.66					
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	34.25	164.11	112.36	78.91	18.66					
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	85.06	164.11	112.36	78.91	18.66					
	Commingled DS1 COCI			XDH1X	UC1D1	11.80	10.07	7.08							
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	96.04	105.52	98.46	23.09	20.49					
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.23									
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	113.33	101.4	71.6	13.79	13.04					
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	86.47	306.69	174.44	65.83	14.55					
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	114.10	306.69	174.44	65.83	14.55					
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	297.76	306.69	174.44	65.83	14.55					
	Commingled DS3 Local Loop			HFQC6	UE3PX	308.31	551.38	338.08	173	120.42					
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	158.20	199.23	118.62	50.16	48.59					
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,175.15	335.4	219.24	89.57	87.75					
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.97									
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGJN	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					0.0008695									
	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 (Monthlt)			9PBDC	9PBMR	179.88									
	Service Order Charge			9PBDC	9PBSC		7.86								
911 PBX LOCATE TRANSPORT COMPONENT															
See Att 3															
Emergency Number Services															
911 trunk rates are included in the Facility cost via the General Subscriber Services Tariff (GSST) and the Switched Access Service Tariff.															
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
ISP-BOUND TRAFFIC															
	ISP-Bound, per MOU					0.0007									
END OFFICE SWITCHING															
	End Office Switching Function, per MOU					0.0014083									
TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0006772									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0006772									
LOCAL INTERCONNECTION TRANSIT															
	Local Intermediary Charge, composite, per MOU					0.0030									
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58	8.13							

Pricing Schedule - Kentucky															
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
	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					0.000003									
	Common Transport - Facilities Termination Per MOU					0.0007466									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.01									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	29.11	47.34	31.78	22.77	8.75					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0115									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0115									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	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								
MULTIPLXERS															
	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 COCI) 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 AT&T tariff.															
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		584.20								
	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									

Pricing Schedule - Kentucky																
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
	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											
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	76.10										
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.058										
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA											
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR											
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK											
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL											
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9											
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		I 1524.45	S 980.01								
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD											
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO											
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1											
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3											
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB											
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5											
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3											
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR											
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP											
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS											
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE											
Entrance Cable																
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD											
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.86										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED											
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EAf											
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA											
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF											
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	7.99										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.06										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																

Pricing Schedule - Kentucky															
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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCXY, UNCDX, UNCXY	UEAC2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCXY, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46					
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, 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, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLX, UNLD3, XDEST	CND3X	18.89	41.93	30.51	14.75	11.83					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, 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, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	7.59	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	0.0012									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0018									
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C	VE1R2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0619	24.88	23.82	12.77	11.46					
CFA															
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		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	980.01	267.02						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		656.37		379.70						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65		11.84						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		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															

Pricing Schedule - Kentucky															
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
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,729.11		45.16						
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.38									
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78		338.89						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		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 CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40								
	Remote Site DLEC Data (BRSD), 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	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		617.78		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 CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.40								
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U CL,UAL,UHL,UDN	PE1JE	0.0258	24.68	23.68	12.14	10.95					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0515	24.88	23.82	12.77	11.46					
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.37	44.23	31.98	12.81	11.57					
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	18.61	41.93	30.51	14.75	11.83					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.15	41.93	30.51	14.76	11.84					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.02	51.29	39.87	19.41	16.49					
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,165.50								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.44									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.88									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.32									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.68									
DIRECTORY DELIVERY															
	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.														
BRANDING - DIRECTORY ASSISTANCE															
Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00							

Pricing Schedule - Kentucky																						
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
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00														
Wholesale CLEC																						
	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														
Unbranding via OLNS for Wholesale CLEC																						
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00														
	Loading of DA per Switch per OCN						16.00	16.00														
DIRECTORY ASSISTANCE SERVICES																						
DIRECTORY ASSISTANCE ACCESS SERVICE																						
	Directory Assistance Access Service Calls, Charge Per Call						0.31															
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																						
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt						0.10															
	Directory Assistance - Rate Reference Initial Load						5,000.00															
	Directory Assistance - Rate Reference Subsequent Load							1,500.00														
Directory Assistance Database Service (DADS)																						
	Directory Assistance Database Service (DADS)-Initial Load, per listing						0.04															
	Directory Assistance Database Service (DADS)-Update, per listing						0.04															
	Directory Assistance Database Service (DADS)-Monthly Recurring Fee						150.00															
BRANDING - OPERATOR CALL PROCESSING																						
Facility based CLEC																						
	Recording of Custom Branded OA Announcement			AMT	CBAOS		7,000.00	7,000.00														
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL		500.00	500.00														
Wholesale CLEC																						
	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														
Unbranding via OLNS for Wholesale CLEC																						
	Loading of OA per OCN (Regional)						1,200.00	1,200.00														
INWARD OPERATOR SERVICES																						
	Inward Operator Services - Verification, Per Call						1.00															
	Inward Operator Services - Verification and Emergency Interrupt - Per Call						1.95															
OPERATOR CALL PROCESSING																						
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB						1.20															
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB						1.24															
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB						0.20															
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB						0.20															
	Operator Services - Rate Reference Initial Load						5,000.00															
	Operator Services - Rate Reference Subsequent Load							1,500.00														
STRUCTURE ACCESS																						
NOTE: See tariff for rates. Some rates to be recalculated annually by FCC formula.																						
Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000.																						
Conduit rates will apply to each passageway (innerduct).																						
	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN																					
	Poles & Ducts - Poles (\$/attachment/yr.) URBAN																					
	Poles & Ducts - Poles (\$/attachment/yr.) URBAN - 2-user																					
	Poles & Ducts - Poles (\$/attachment/yr.) URBAN - 3-user																					
	Poles & Ducts - Anchors (\$/each/yr) NON-URBAN																					
	Poles & Ducts - Anchors (\$/each/yr) URBAN																					

Pricing Schedule - Kentucky															
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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)														
	Pole Attachment Transfer Rate														
	Cable Rate														
BONA FIDE REQUEST															
	Deposit						2000.00								

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T KENTUCKY
AND
NEW TALK, INC.**

The Interconnection Agreement between BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky ("AT&T") and New Talk, Inc. ("CLEC") ("Agreement") effective in the state of Kentucky is hereby amended as follows:

1. Section 2 of the General Terms and Conditions is amended by adding the following section:
 - 2.2.2 Notwithstanding anything to the contrary in this Section 2, pursuant to Merger Commitment No. 4 under "Reducing Transaction Costs Associated with Interconnection Agreements," ordered by the FCC effective December 29, 2006 in connection with its approval of the merger of AT&T Inc. and BellSouth Corp. ("ICA Merger Commitment No. 4"), the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from August 29, 2010 until August 29, 2013 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from CLEC, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. Pursuant to ICA Merger Commitment No. 4, CLEC acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) 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) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier 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 this and any other amendments to the Agreement), AT&T 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. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating

to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that AT&T has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Kentucky, and as of the date of that election by AT&T, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments to this Agreement. 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 this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, 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 negotiate and arrive at an agreement on the appropriate conforming modifications 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 interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. This Amendment shall be filed with the Commission and shall become effective ten (10) days following approval by such Commission.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T KENTUCKY AND
NEW TALK, INC.**

This Amendment amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky ("AT&T") and New Talk, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Kentucky.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], effective date as set forth in the General Terms and Conditions of this Agreement (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in Attachment A attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
10. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, 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 (rel. Aug. 21, 2003) 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); 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"); 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).

ATTACHMENT A

APPENDIX WIRE CENTER CLASIFICATION to ATTACHMENT 6: 251(c)(3) Unbundled Network Elements

1. Non-Impaired Wire Center Criteria and Related Processes

1.1 AT&T 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' designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and for ordering DS1 and DS3 Loops, DS1 and DS3 Transport Circuits, and Dark Fiber Transport unless CLEC provides a self-certification as outlined below. Unless CLEC had provided a self-certification, pursuant to this Section, 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 was 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 will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Appendix shall be deemed to mean an Accessible Letter issued after the effective date of the Amendment under which this Appendix becomes part of CLEC's Agreement.

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 DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth pursuant to Rules 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, CLEC disputes the AT&T wire center non-impairment designation, CLEC will provide a self-certification to AT&T 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 designated or posted on CLEC Online by AT&T as creating a presumption that a wire center is not impaired. CLEC can send a letter to AT&T claiming self-certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T' standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC's orders, where CLEC has provided self-certification described in this Appendix, AT&T 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 referred to in Section 1.1.1.5 below 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.

1.1.1 The parties recognize that a wire center that was not designated as meeting the FCC's non-impairment thresholds may meet those thresholds in the future. In the event that a wire center that was not identified 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 may add the wire center to the list of designated wire centers and the Parties will use the following process:

1.1.1.1 AT&T may update its list of designated wire centers as changes occur.

1.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

- 1.1.1.3 AT&T 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 60 calendar days after the date the Accessible Letter is issued.
 - 1.1.1.4 In the event CLEC disagrees with AT&T' designation, CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T' designation by providing a self-certification to AT&T in accordance with the reasonably diligent standard of paragraph 234 in the TRRO.
 - 1.1.1.5 If CLEC does not use the self-certification process described in this Appendix to self-certify against AT&T' wire center designation within 60 calendar days of the issuance of the Accessible Letter, or does not submit a self-certification pursuant to Section 1.1.3 below, CLEC must submit spreadsheets to disconnect or convert all non-compliant circuits to alternative services within 120 days of July 1 of the year in which the additional wire center(s) were designated unimpaired. (For purposes of establishing the beginning of the transition period, the written notice referenced in the above-referenced sections will be deemed to have been given 31 calendar days after the issuance of the Accessible Letter. No additional notification will be required.)
 - 1.1.1.6 If CLEC does provide self-certification to dispute AT&T' designation - within 60 calendar days of the issuance of the Accessible Letter, AT&T may dispute CLEC's self-certification as described in Sections 1.1.3 and 1.1.4 of this Appendix and AT&T will accept and provision the applicable loop and transport orders for CLEC during a dispute resolution process.
 - 1.1.1.7 During the applicable transition period referenced in Section 1.1.1.5 above, the rates paid by CLEC when it has not used the self-certification process will be the rates in effect at the time of the non-impairment designations plus 15%.
- 1.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to CLEC and where CLEC has the opportunity to participate, 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.
- 1.1.3 If it desires to do so, AT&T can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T will notify CLEC of its intent to dispute CLEC's self-certification within 30 days of CLEC's self-certification or within 30 days of the effective date of the Amendment under which this Appendix is made part of CLEC's Agreement, whichever is later. AT&T will file the dispute for resolution with the state Commission within 60 days of CLEC's self-certification or within 60 days of the effective date of the Amendment, whichever is later. AT&T 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' 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 Amendment, whichever is later, to any CLEC's self-certification for a given wire center, shall be deemed a waiver by AT&T of its rights to challenge any subsequent self-certification submitted by CLEC for that wire center except as provided below. AT&T shall promptly notify CLEC of any time where AT&T has waived its ability to challenge a self-certification as to any wire center. AT&T may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed such that AT&T asserts that the non-impairment thresholds set forth in the FCC's TRRO and accompanying rules have been met, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 1.1.1 of this Appendix. If AT&T issues an Accessible Letter notifying CLECs that it

has filed a self-certification dispute, and CLEC had not previously submitted a self-certification for the wire center(s) in dispute, AT&T will accept a self-certification from CLEC indicating that it is relying upon the self-certification of another carrier for its reasonably diligent inquiry for ten calendar days after the issuance of the Accessible Letter. During the timeframe of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC if CLEC submitted a self-certification for the wire center(s) in dispute at the rates in the UNE Pricing Appendix to the Agreement. If CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 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:

1.1.3.1 For wire centers designated prior to March 11, 2005

1.1.3.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005:

1.1.3.1.1.1 CLEC will pay true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 2.3 of the Embedded Base Rider between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.2 of the Embedded Base Rider. If affected loop/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also pay true-up for the period after the end of the 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 disconnected or transitioned to an alternative service or arrangement. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will pay true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T' notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

1.1.3.2 For wire centers designated by AT&T after March 11, 2005,

1.1.3.2.1 For affected loop/transport elements ordered before AT&T' wire center designation,

1.1.3.2.1.1 For Dark Fiber Transport, if the applicable transition period is within the initial TRRO transition period described in Section 2.4.1 of the Embedded Base Rider, CLEC will pay true-up during the period between the date that is thirty (30) days after AT&T' notice of non-impairment and the date the circuit is transitioned at the transitional rate described in Section 2.3 of the Embedded Base Rider.

1.1.3.2.1.2 For Dark Fiber Transport, if the applicable transition period is after the initial TRRO transition period described in Section 2.4.1 of the Embedded Base Rider has expired, CLEC will pay true-up based on the rate in effect at the time of AT&T' non-impairment designation plus 15% between the date that is thirty (30) days after AT&T' notice of non-impairment and the end of the applicable transition period described in Section 1.1.1.5 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, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.2.1.3 For DS1/DS3 Transport or DS1/DS3 Loops, CLEC will pay true-up based on the rate in effect at the time of AT&T' non-impairment designation plus 15% between the date that is thirty (30) days after AT&T' notice of non-impairment and the end of the applicable transition period described in Section 1.1.1.5 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, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.2.2 For affected loop/transport elements ordered after AT&T' wire center designation, CLEC will pay 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 latter of the date billing began for the provisioned element or thirty (30) days after AT&T' notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

1.1.4 If CLEC has self-certified, and, has paid transitional rates for circuits that were covered by the self-certification, AT&T will pay true-up to CLEC in the event the state Commission upholds CLEC's self-certification. AT&T will pay true-up to CLEC based on the difference between the transitional rate paid by CLEC and the TELRIC-based rate to which CLEC is entitled.

1.1.5 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, AT&T 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 intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.

1.2 Requested transitions of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s) 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 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.

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

1.4 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 DS1/DS3 High Capacity Loops available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended. CLEC will continue to have unbundled access to

DS1/DS3 High Capacity Loops for a building whenever the primary serving wire center for the geographic area in which the building is located is impaired, regardless of the impairment status of any other wire center that might also have connectivity to the building. However, CLEC may not obtain DS1 and/or DS3 loops from any wire center designated as non-impaired for DS1 and/or DS3 Loops.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC., d/b/a AT&T KENTUCKY AND
NEW TALK, INC.**

This Amendment amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc, d/b/a AT&T Kentucky ("AT&T") and New Talk, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Kentucky.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The first sentence in Section 4.5.2 of Attachment 6: 251(c)(3) Unbundled Network Elements is amended by deleting the following phrase: "*without additional charges or minimum term commitments.*" Section 4.5.2 as amended now reads as follows in its entirety:

4.5.2 A routine network modification is an activity that AT&T regularly undertakes for its own retail customers. Routine network modifications include those activities that AT&T undertakes to provide service to its own retail customers using loops of the same type and capacity requested by the requesting telecommunications carriers under the same conditions and in the same manner that AT&T does for its own retail customers, subject to the limitations of 4.5.2.1, below. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings, splicing of cable, adding a doubler, adding an equipment case, adding a smart jack, installing a repeater shelf, adding a line card, and deploying a new multiplexer or reconfiguring an existing multiplexer.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective upon filing (the "Amendment Effective Date").
10. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law.