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November 22, 2010

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Cincinnati Bell Any Distance Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Cincinnati Bell Any Distance Inc. hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Cincinnati Bell Any Distance Inc.

I have been authorized by Cincinnati Bell Any Distance Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Cincinnati Bell Any Distance Inc.
Kermit Lovelace
Director – Product Management
221 East 4th St., 103-725
Cincinnati, OH 45201
Tel: 513-397-7326
Fax: 513-651-4159

Sincerely,

/S/ Sally Briar

Sally Briar

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

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between one or more of the AT&T Inc. owned 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, 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 and AT&T Wholesale, 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, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, (only to the extent that the agent for each such AT&T-owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and Cincinnati Bell Any Distance Inc. ("CLEC" also referenced as "CBAD"), (a Delaware Corporation), shall apply to the State(s) of Alabama, California, Mississisippi, Oklahoma and Wisconsin

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of 251(c)(3) Unbundled Network Elements purchased from other entity(ies) and the Resale of Telecommunications Services of other carriers.

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

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of the AT&T Inc. entities, hereinafter referred to as, 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, 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 and AT&T Wholesale, 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, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the Incumbent Local Exchange Carrier(s) and CLEC, a Competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to 251(c)(3) Unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 Introduction

1.1 This Agreement, if an Interconnection Agreement but not a standalone Resale Agreement, is composed of the foregoing recitals, the General Terms and Conditions (GT&C), set forth below, and certain Attachments, Schedules, Exhibits and Addenda immediately following this GT&C, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement. If this agreement is a standalone Resale Services Agreement but not an Interconnection Agreement, it is likewise composed of the foregoing recitals, the General Terms and Conditions (GT&C) set forth below (except as provided in the following sentence), and certain Attachments, Schedules, Exhibits and Addenda immediately following this GT&C, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement, except for the following Attachments, which are inapplicable to and do not apply to a standalone Resale Agreement; Attachment 02 – Network Interconnection; Attachment 08 – Bona Fide Request; and Attachment 14 – xDSL Loops. Specific reference to services other than Resale Services shall not entitle CLEC to order such services without first amending this Agreement to incorporate any and all detailed Attachments providing necessary terms, conditions and prices for such services.

2.0 Definitions

2.1 "Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2 "Access Compensation" means the compensation paid by one Party to the other Party for the origination/termination of intraLATA and interLATA toll calls to/from its End Users. Access Compensation is in accordance with the LEC's tariffed access rates and as addressed in Attachment 02 - Network Interconnection.

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

2.4 "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding AT&T-22STATE to the CLEC community and is (are) provided via posting to the AT&T CLEC Online website.

2.5 "Affiliate" is As Defined in the Act.

2.6 "Alternate Billing Service (ABS)" or "Alternately Billed Traffic (ABT)" means the service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS/ABT calls: calling card, collect and third number billed calls.

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

2.8 "As Defined in the Act" means as specifically defined by the Act.

2.9 "As Described in the Act" means as described in or required by the Act.

2.10 "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 and AT&T Wholesale, 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.

2.11 "AT&T-22STATE" means the AT&T-owned ILEC(s) doing business in Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

2.12 "AT&T-21STATE" means the AT&T-owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

2.13 "AT&T-13STATE" means the AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2.14 "AT&T-12STATE" means the AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2.15 "AT&T-10STATE" means the AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

2.16 "AT&T-8STATE" means the AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

2.17 "AT&T-7STATE" means the AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

2.18 "AT&T-4STATE" means the AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

2.19 "AT&T ALABAMA" means the AT&T-owned ILEC doing business in Alabama.

2.20 "AT&T ARKANSAS" means the AT&T-owned ILEC doing business in Arkansas.

2.21 "AT&T CALIFORNIA" means the AT&T-owned ILEC doing business in California.

2.22 "AT&T CONNECTICUT" means the AT&T-owned ILEC doing business in Connecticut.

2.23 "AT&T FLORIDA" means the AT&T-owned ILEC doing business in Florida.

2.24 "AT&T GEORGIA" means the AT&T-owned ILEC doing business in Georgia.

2.25 "AT&T ILLINOIS" means the AT&T-owned ILEC doing business in Illinois.

2.26 "AT&T INDIANA" means the AT&T-owned ILEC doing business in Indiana.

2.27 "AT&T KANSAS" means the AT&T-owned ILEC doing business in Kansas.

2.28 "AT&T KENTUCKY" means the AT&T-owned ILEC doing business in Kentucky.

2.29 "AT&T LOUISIANA" means the AT&T-owned ILEC doing business in Louisiana.

2.30 "AT&T MICHIGAN" means the AT&T-owned ILEC doing business in Michigan.

2.31 "AT&T MIDWEST REGION 5-STATE" means the AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

2.32 "AT&T MISSISSIPPI" means the AT&T-owned ILEC doing business in Mississippi.

2.33 "AT&T MISSOURI" means the AT&T-owned ILEC doing business in Missouri.

2.34 "AT&T NEVADA" means the AT&T-owned ILEC doing business in Nevada.

2.35 "AT&T NORTH CAROLINA" means the AT&T-owned ILEC doing business in North Carolina.

2.36 "AT&T OHIO" means the AT&T-owned ILEC doing business in Ohio.

2.37 "AT&T OKLAHOMA" means the AT&T-owned ILEC doing business in Oklahoma.

2.38 "AT&T SOUTH CAROLINA" means the AT&T-owned ILEC doing business in South Carolina.

2.39 "AT&T SOUTHEAST REGION 9-STATE" means the AT&T-owned ILECS doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

2.40 "AT&T SOUTHWEST REGION 5-STATE" means the AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2.41 "AT&T TENNESSEE" means the AT&T-owned ILEC doing business in Tennessee.

2.42 "AT&T TEXAS" means the AT&T-owned ILEC doing business in Texas.

2.43 "AT&T WEST REGION 2-STATE" means the AT&T-owned ILEC(s) doing business in California and Nevada.

2.44 "AT&T WISCONSIN" means the AT&T-owned ILEC doing business in Wisconsin.

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

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

2.47 "Automated Message Accounting (AMA)" means the structure that is inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

2.48 "Bill Due Date" means thirty (30) calendar days from the bill date.

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

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

2.51 "Bona Fide Request (BFR)" means the process described in Attachment 08 – Bona Fide Request (BFR).

2.52 "Business Day" means Monday through Friday, excluding holidays on which the applicable AT&T-22STATE ILEC does not provision new retail services and products.

2.53 "Busy Line Verification (BLV)" means a service whereby an End User requests an operator to confirm the busy status of a line.

2.54 "CABS" means the Carrier Access Billing System.

2.55 "Calling Name Delivery Service (CNDS)" means a service that enables a terminating End User to identify the calling Party by a displayed name before a call is answered. The calling Party's name is retrieved from a calling name database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.

2.56 "Cash Deposit" means a cash security deposit in U.S. dollars held by AT&T-22STATE.

2.57 "Central Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an AT&T-22STATE E911 Selective Router.

2.58 "Centralized Message Distribution System (CMDS)" means the industry-wide data collection system, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS Direct Participants). AT&T-22STATE is a CMDS Direct Participant.

2.59 "Central Office Switch (CO)" means the switching entity within the public switched Telecommunications network, including but not limited to:

2.59.1 "End Office Switch" or "End Office" means the switching machine that directly terminates traffic to and receives traffic from purchasers of local Exchange Services. An End Office Switch does not include a PBX.

2.59.2 "Tandem Office Switch" or "Tandem(s)" are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

2.60 "Claim" means any pending or threatened claim, action, proceeding or suit.

2.61 "Commercial Mobile Radio Service(s) (CMRS)" is As Defined in the Act and FCC rules.

2.62 "Commission" means the applicable State agency with regulatory authority over Telecommunications. The following is a list of the appropriate State agencies:

2.62.1 the Alabama Public Service Commission (APSC);

2.62.2 the Arkansas Public Service Commission (AR-PSC);

2.62.3 the California Public Utilities Commission (CPUC);

2.62.4 the Connecticut Department of Public Utility Control (DPUC);

2.62.5 the Florida Public Service Commission (FPSC);

2.62.6 the Georgia Public Service Commission (GPSC);

2.62.7 the Illinois Commerce Commission (ICC);

2.62.8 the Indiana Utility Regulatory Commission (IURC);

2.62.9 the Kansas Corporation Commission (KS-CC);

2.62.10 the Kentucky Public Service Commission (KPSC);

2.62.11 the Louisiana Public Service Commission (LPSC);

2.62.12 the Michigan Public Service Commission (MI-PSC);

2.62.13 the Mississippi Public Service Commission (MPSC);

2.62.14 the Missouri Public Service Commission (MO-PSC);

2.62.15 the Public Utilities Commission of Nevada (NV-PUC);

2.62.16 the North Carolina Utilities Commission (NCUC);

2.62.17 the Public Utilities Commission of Ohio (PUC-OH);

2.62.18 the Oklahoma Corporation Commission (OK-CC);

2.62.19 the Public Service Commission of South Carolina (PSCSC);

2.62.20 the Tennessee Regulatory Authority (TRA);

2.62.21 the Public Utility Commission of Texas (PUC-TX); and

2.62.22 the Public Service Commission of Wisconsin (PSC-WI).

2.63 "Common Channel Signaling (CCS)" means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

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

2.65 "Competitive Local Exchange Carrier (CLEC)" means a telephone company certificated by the Commission to provide local Exchange Service within AT&T-22STATE's franchised area.

2.66 "Daily Usage File" or "DUF" or "Usage Extract" means a service which provides End User usage call records as described in Attachment 11 - Daily Usage File.

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

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

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

2.67.3 any Force Majeure Event.

2.68 "Dialing Parity" means As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

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

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

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

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

2.73 "Digital Subscriber Line (DSL)" means as defined in Attachment 14 - xDSL Loops.

2.74 "Discontinuance Notice" means the written Notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection Services, furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party's Notice of Unpaid Charges.

2.75 "Disputed Amounts" as used in Section 11.8 below, means the amount that the Disputing Party contends is incorrectly billed.

2.76 "Disputing Party" as used in Section 11.8 below, means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.

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

2.78 "End User(s)" means a Third Party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.79 "Enhanced Service Provider (ESP)" means the provider of enhanced services, as those services are defined in 47 CFR Section 64.702.

2.80 "Exchange Access" means As Defined in the Act.

2.81 "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

2.82 "Exchange Message Interface (EMI)" (formerly Exchange Message Record "EMR") means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, CABS, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record and the Alliance for Telecommunications Industry Solutions (ATIS) document, ATIS-0406000-xxxx. (xxxx refers to the year of publication)

2.83 "Exchange Service" means Telephone Exchange Service as Defined in the Act.

2.84 "FCC" means the Federal Communications Commission.

2.85 "Feature Group A (FGA)" means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.

2.86 "Feature Group D (FGD)" means the access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.

2.87 "Fiber Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface), using a single point-to-point linear chain SONET system.

2.88 "Foreign Exchange (FX)" or "FX-like" Service means a retail service offering which allows FX End Users to obtain Exchange Service from a mandatory local calling area other than the mandatory local calling area where the FX End User is physically located, but within the same LATA as the number that is assigned. FX Service enables particular End Users to avoid what might otherwise be toll calls between the FX End User's physical location and other End Users in the foreign exchange.

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

2.90 "Fraud Monitoring System" means an off-line administration system that monitors suspected occurrences of ABT-related fraud.

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

2.92 "Incumbent Local Exchange Carrier (ILEC)" is As Defined in the Act.

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

2.94 "Integrated Digital Loop Carrier" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

2.95 "Integrated Services Digital Network (ISDN)" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two (2) 64 Kbps bearer channels and one (1) 16 Kbps data channel (2B+D).

2.96 "Interconnection" is As Defined in the Act.

2.97 "Interconnection Activation Date" means the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

2.98 "Interconnection Service(s)" means Interconnection, Resale Services, 251(c)(3) UNEs, Collocation, functions, facilities, products and services offered under this Agreement.

2.99 "Interexchange Carrier (IXC)" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

2.100 "InterLATA" is As Defined in the Act.

2.101 "Intermediate Distribution Frame (IDF)" means a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

2.102 "Internet Service Provider (ISP)" means an Enhanced Service Provider (ESP) that provides Internet Services.

2.103 "ISP-Bound Traffic" means Telecommunications traffic, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between CLEC and AT&T-22STATE in which the originating End User of one Party and the ISP served by the other Party are:

2.103.1 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 Commission or regulatory agency; or

2.103.2 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 Extended Area Service (EAS),

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

2.104 "IntraLATA Toll Traffic" means the IntraLATA traffic, regardless of the transport protocol method, between two locations within one LATA where one of the locations lies outside of the mandatory local calling area as defined by the Commission.

2.105 "Late Payment Charge" means the charge that is applied when a 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 or received by AT&T-22STATE as of the Bill Due Date, or if the CLEC does not submit the Remittance Information.

2.106 "LEC-carried" means the transport of calls or messages on a Carrier's network.

2.107 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-22STATE naming the AT&T-owned ILEC(s) designated by AT&T-22STATE as the beneficiary(ies) thereof and otherwise on the AT&T-22STATE Letter of Credit form.

2.108 "Line Information Data Base (LIDB)" means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.

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

2.110 "Local Access and Transport Area (LATA)" is As Defined in the Act.

2.111 "Local Exchange Carrier (LEC)" is As Defined in the Act.

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

2.113 "Local Interconnection Trunks/Trunk Groups" means the trunks that are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR 317-CORE.

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

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

2.116 "Local Service Provider (LSP)" means the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.

2.117 "Local Service Request (LSR)" means the form used to input orders to the Local Service Center (LSC) by CLEC, including, but not limited to orders to add, establish, change or disconnect services.

2.118 "Main Distribution Frame (MDF)" means the termination frame for outside facility and inter-exchange office equipment at the CO.

2.119 "Multiple Exchange Carrier Access Billing" or "MECAB" means the document prepared by the Billing Committee of the OBF, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS as ATIS/OBF-MECAB-Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two (2) or more LECs, or by one LEC in two (2) or more states within a single LATA.

2.120 "Multiple Exchange Carriers Ordering and Design" or "MECOD" means the Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the Carrier Liaison Committee of ATIS. The MECOD document, published by ATIS as ATIS/OBF-MECAB-Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two (2) or more telecommunications providers.

2.121 "Meet-Point Billing (MPB)" means the billing associated with interconnection of facilities between two (2) or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

2.122 "Multiple Bill/Single Tariff" means the billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.

2.123 "Network Data Mover (NDM)" or "Connect Direct" means the industry standard protocol for transferring information electrically.

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

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

2.126 "Notice" is official correspondence between the Parties sent in accordance with Notice Sections 20.1-20.3 of this General Terms and Conditions.

2.127 "Numbering Plan Area (NPA)" also called area code, means the three (3)-digit code that occupies the A, B, C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits two (2) through nine (9) and X represents any digit zero (0) through nine (9). In the NANP, NPAs are classified as either geographic or non-geographic: a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area: b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, (e.g., 800).

2.128 "Number Portability" is As Defined in the Act.

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

2.130 "Operating Company Number (OCN)" means the numeric Company Code assigned by NECA identifying CLEC as a Resale or UNE provider.

2.131 "Operations Support Systems (OSS)" means the suite of functions which permits CLEC to interface to the ILEC for pre-ordering, ordering, provisioning, maintenance/repair and billing as described in the Attachment 03 – Operations Support Systems (OSS) herein.

2.132 "Ordering and Billing Forum (OBF)" means the forum comprised of local telephone companies and inter-exchange carriers (IXCs), whose responsibility is to create and document Telecommunication industry guidelines and standards.

2.133 "Out of Exchange LEC (OE-LEC)" means a LEC operating within AT&T-22STATE's incumbent local Exchange Area and provides Telecommunications Services utilizing NPA-NXXs identified to reside in a Third Party ILEC's local Exchange Area.

2.134 "Out of Exchange Traffic" is defined as local, transit, or intraLATA traffic to or from a non- AT&T-22STATE ILEC Exchange Area.

2.135 "Party" means either CLEC or the AT&T-owned ILEC; use of the term "Party" includes each of the AT&T-owned ILEC(s) that is a Party to this Agreement. "Parties" means both CLEC and the AT&T-owned ILEC.

2.136 "Past Due" means when a 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-22STATE as of the Bill Due Date (individually and collectively means Past Due).

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

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

2.138.1 AT&T MIDWEST REGION 5-STATE: "Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

2.138.2 AT&T NEVADA: "Rate Center" means the designated points, representing Exchanges (or locations outside Exchange Areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.

2.138.3 AT&T CALIFORNIA: "Rate Center" means the designated points, representing Exchanges or district area (or locations outside Exchange Areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.

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

2.138.5 AT&T SOUTHWEST REGION 5-STATE: "Rate Center" means an uniquely defined geographical location within an Exchange Area (or a location outside the Exchange Area) for which mileage measurements are determined for the application of interstate tariffs.

2.138.6 AT&T SOUTHEAST REGION 9-STATE: "Rate Center" means a specific geographic location identified by vertical and horizontal coordinates and is associated with a telephone company's central office switch. These coordinates are used to calculate mileage for interLATA and intraLATA toll billing and intercompany settlement purposes.

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

2.140 "Remittance Information" means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.

2.141 "Resale" or "Resale Services" is As specified in Section 251 (c)(4) of the Act.

2.142 "Routing Point" means the location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

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

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

2.145 "Signaling System 7 (SS7)" means a signaling protocol used by the CCS Network.

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

2.147 "Switched Access Detail Usage Data" means a category 1101xx record as defined in the EMI Telcordia Practice BR 010-200-010.

2.148 "Switched Exchange Access Service" means the offering of transmission or switching cervices to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

2.149 "Synchronous Optical Network (SONET)" means the optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC 1/STS 1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

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

2.151 "Telecommunications" is As Defined in the Act.

2.152 "Telecommunications Carrier" is As Defined in the Act.

2.153 "Telecommunications Service" is As Defined in the Act.

2.154 "Telephone Exchange Service" is As Defined in the Act.

2.155 "Telephone Toll Service" is As Defined in the Act.

2.156 "Third Party" is any Person other than a Party.

2.157 "Toll Billing Exception Service (TBE)" means a service that allows End Users to restrict third number billing or collect calls to their lines.

2.158 "Trunk" means a communication line between two switching systems.

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

2.160 "Unbundled Network Element (UNE)" is a network element that AT&T-22STATE is required to provide pursuant to Section 251 (c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

2.161 "Universal Digital Loop Carrier (UDLC)" means the DLC system that has a CO terminal channel bank that is connected to the CO switches on the analog side.

2.162 "Unpaid Charges" means any charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date, including where funds were not accessible.

2.163 "Wire Center" means the location of one (1) or more local switching systems. It is also a point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

3.0 Interpretation, Construction and Severability

3.1 Definitions:

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

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

3.2 Headings Not Controlling:

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

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

3.3 Referenced Documents:

3.3.1 Any reference throughout this Agreement to an industry guideline, AT&T-22STATE's technical guideline or referenced AT&T-22STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T's CLEC Online website.

3.4 References:

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

3.5 Tariff References:

3.5.1 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T-22STATE services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T-22STATE provides such services as a result of detariffing or deregulation.

3.5.2 Wherever the term "customer" is used in connection with AT&T-22STATE's retail tariffs, the term "customer" means the ultimate consumer or the End User of any tariffed service.

3.5.3 AT&T-21STATE only:

3.5.3.1 No reference to tariffs in this Agreement shall be interpreted or construed as permitting CLEC to purchase Interconnection Services, under such tariff. Except where expressly permitted elsewhere in this Agreement, notwithstanding the availability of Interconnection Services under tariffs in some AT&T-21STATE incumbent ILEC states, CLEC agrees that any purchase of Interconnection Services addressed by this Agreement or required to be offered by AT&T-21STATE under Section 251 of the Act, shall be purchased solely pursuant to the terms, condition and rates set forth in this Agreement. To the extent that complete terms, conditions and/or rates for any Interconnection Service are not contained in this Agreement at the time CLEC seeks to order such services, the Parties shall amend this Agreement to include such terms, conditions and rates prior to CLEC submitting such order. The rates for Interconnection

Services inadvertently or improperly ordered prior to an agreement of the Parties on terms, conditions and/or rates is addressed in the Pricing Schedule.

3.5.4 AT&T CONNECTICUT only:

3.5.4.1 Whenever provisions of this Agreement could be interpreted to conflict with provisions of the Connecticut Access Service Tariff, the Tariff shall apply.

3.6 Conflict in Provisions:

3.6.1 If any definitions, terms or conditions in any given Attachment, Exhibit, Schedule or Addenda differ from those contained in the 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, Exhibit, Schedule or Addenda. 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 that Attachment, but will not affect the Term length of the remainder of this Agreement.

3.6.2 In AT&T CONNECTICUT only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with AT&T CONNECTICUT, such DPUC-ordered tariffs will prevail.

3.7 Joint Work Product:

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

3.7.2 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection Services as a total arrangement and it is intended to be non-severable.

3.8 Incorporation by Reference:

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

3.9 Non-Voluntary Provisions:

3.9.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated and/or agreed to by AT&T-22STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively "Non-Voluntary Arrangement(s)"). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Parties agree to follow the Intervening Law process outlined in Section 23.0 below.

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

3.10 State-Specific Rates, Terms and Conditions:

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

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

3.11 Scope of Obligations:

3.11.1 Notwithstanding anything to the contrary contained herein, AT&T-22STATE's obligations under this Agreement shall apply only to:

3.11.1.1 the specific operating area(s) or portion thereof in which AT&T-22STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and

3.11.1.2 assets that AT&T-22STATE owns or leases and which are used in connection with AT&T-22STATE's provision to CLEC of any Interconnection Services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

3.11.2 This Agreement sets forth the terms and conditions pursuant to which AT&T-22STATE agrees to provide CLEC with access to 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) in AT&T-22STATE's incumbent local Exchange Areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-22STATE is only obligated to make available 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) to CLEC in AT&T-22STATE's incumbent local Exchange Areas. AT&T-22STATE has no obligation to provide such 251(c)(3) UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-22STATE's incumbent local Exchange Areas. In addition, AT&T-22STATE is not obligated to provision 251(c)(3) UNEs or to provide access to (251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-22STATE's incumbent local Exchange Areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement shall only apply to the Parties and be available to CLEC for provisioning Telecommunication Services within an AT&T-22STATE incumbent local Exchange Area(s) in the State in which this Agreement has been approved by the relevant state Commission and is in effect.

3.11.3 Throughout this Agreement, wherever there are references to Unbundled Network Elements that are to be provided by AT&T-22STATE under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 3.11.2 above, and require only the provision of Section 251(c)(3) UNEs.

3.12 Affiliates:

3.12.1 This Agreement, including subsequent amendments, if any, shall bind AT&T-22STATE, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between AT&T-22STATE and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein, (subject to any early termination due to default), until either AT&T-22STATE or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supersede a currently effective interconnection agreement between any such CLEC Affiliate and AT&T-22STATE until the expiration of such other agreement.

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

4.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").

5.0 Responsibilities of the Parties

5.1 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T-22STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

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

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

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

6.0 Insurance

6.1 At all times during the term of this Agreement, CLEC 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:

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

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

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

6.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 6.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and

6.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, CLEC may procure insurance from the state fund or (subject to Section 6.2.1.5 below) become a qualified self-insurer of the state where work is to be performed; and

6.1.1.4 deliver to AT&T-22STATE certificates of insurance stating the types of insurance and policy limits. CLEC shall provide at least thirty (30) days advance written notice of cancellation, non-renewal, or material reduction in coverage, terms, or limits to AT&T-22STATE. CLEC shall deliver such certificates:

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

6.1.1.4.2 within ten (10) days of the expiration of any insurance policy required in this Section 6.0.

6.1.2 The Parties agree:

6.1.2.1 the failure of AT&T-22STATE to demand such certificate of insurance or failure of AT&T-22STATE to identify a deficiency will not be construed as a waiver of CLEC's obligation to maintain the insurance required under this Agreement;

6.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CLEC, nor be deemed as a limitation on CLEC's liability to AT&T-22STATE in this Agreement;

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

6.1.2.4 CLEC is responsible for any deductible or self-insured retention set forth in the applicable policy or policies, however, any deductible or self insured retention can be no more than $100,000, without written authorization by AT&T-22STATE.

6.2 The insurance coverage required by this Section 6.0 includes:

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

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

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

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

6.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-22STATE, its Affiliates, and their directors, officers and employees.

6.2.1.5 If self-insurance is elected, subject to AT&T-22STATE approval, CLEC shall:

6.2.1.5.1 Provide a copy of the Certificate of Authority to Self-Insure Workers' Compensation obligations issued by the state in which the operations are to be performed or the employer's state of hire;

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

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

The option to self-insure Workers' Compensation and Employers Liability is specific to CLEC and does not extend to other entities or individuals that CLEC may hire.

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

6.2.3 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing reasonably equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

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

6.2.3.2 $1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and

6.2.3.3 $1,000,000 each occurrence limit for Personal Injury and Advertising Injury; and

6.2.3.4 $2,000,000 Products/Completed Operations Aggregate limit; and

6.2.3.5 $1,000,000 each occurrence limit for Products/Completed Operations; and

6.2.3.6 $1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

6.2.4 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing reasonably equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for CLECs who collocate on AT&T-22STATE's premises with limits of at least:

6.2.4.1 $10,000,000 General Aggregate limit; and

6.2.4.2 $5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and

6.2.4.3 $5,000,000 each occurrence limit for Personal Injury and Advertising Injury; and

6.2.4.4 $10,000,000 Products/Completed Operations Aggregate limit; and

6.2.4.5 $5,000,000 each occurrence limit for Products/Completed Operations; and

6.2.4.6 $2,000,000 Damage to Premises Rented to You (Fire Legal Liability).

6.2.5 The Commercial General Liability insurance policy must:

6.2.5.1 include AT&T-22STATE, its Affiliates, and their directors, officers, and employees as Additional Insureds. A Collocated CLEC shall also provide a copy of the Additional Insured endorsement to AT&T-22STATE. The Additional Insured endorsement may either be specific to AT&T-22STATE or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T-22STATE, its Affiliates, and their directors, officers and employees; and

6.2.5.2 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T-22STATE.

6.2.6 Automobile Liability insurance with minimum limits of $1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

6.3 This Section 6.0 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.

7.0 Assignment or Corporate Name Change

7.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliate without the prior written consent of AT&T-22STATE. Any attempted assignment or transfer that is not permitted is void *ab initio*.

7.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written Notice of such assignment or transfer to AT&T-22STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a Party to a separate interconnection agreement with AT&T-22STATE under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.

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

7.3.1 Any change in the CLEC's corporate name including a change in the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change under this Section. For any such CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For Resale or any other products not billed in CABS, to the extent a record order is available; a record order charge will apply per End User record. Rates for record orders are contained in the Pricing Schedule.

7.3.2 The Parties agree to amend this Agreement to appropriately reflect any CLEC Name Change including a change in d/b/a.

7.4 Company Code Change:

7.4.1 Any assignment or transfer of this Agreement associated with the transfer or acquisition of "assets" provisioned under this Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a "CLEC Company Code Change" under this Section. For the purposes of this Section 7.0, "assets" means any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service provided under this Agreement. CLEC shall provide AT&T-22STATE with ninety (90) days advance written Notice of any assignment associated with a CLEC Company Code Change and obtain AT&T-22STATE's consent. AT&T-22STATE shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, AT&T-22STATE's consent to any CLEC Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, owed under this Agreement and payment of any outstanding charges associated with the "assets" subject to the AT&T Wholesale Customer Merger and Acquisition process. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment to AT&T-22STATE if requested under the terms of this Agreement.

7.4.2 For any CLEC Company Change, CLEC must submit a service order to AT&T-22STATE changing the OCN/ACNA for each End User record or each circuit ID number as applicable. CLEC shall pay the appropriate charges to AT&T-22STATE for each service order submitted to accomplish a Company Code Change. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates specified in the Pricing Schedule to this Agreement. In addition, CLEC shall pay any and all charges to AT&T-22STATE required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

7.5 Assignment of any Interconnection Service:

7.5.1 Any assignment or transfer of any Interconnection Resale Service, 251(c)(3) UNEs, function, facility, product or Service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide AT&T-22STATE with ninety (90) calendar days advance written Notice of any CLEC to CLEC Mass Migration. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection Service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

7.5.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for Interconnection) will apply as specified in the Pricing Schedule to the acquiring CLEC's agreement. The acquiring CLEC shall also submit a new Operator Services Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates specified in the Pricing Schedule to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

7.6 Project Coordination:

7.6.1 AT&T-22STATE will provide project management support to effectuate changes of the types identified in Section 7.5 above.

7.6.2 AT&T-22STATE will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should AT&T-22STATE's most current version of LSOR or ASOR guidelines not support the required order activity, AT&T-22STATE will issue service orders at the manual rate, as specified in the Pricing Schedule to this Agreement, based upon type of service provided, and on the condition that CLEC provides to AT&T-22STATE any and all information AT&T-22STATE reasonably requests to effectuate such changes.

8.0 Effective Date, Term and Termination

8.1 Effective Date:

8.1.1 In AT&T-22STATE, with the exception of AT&T OHIO, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In AT&T OHIO, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.

8.2 Term:

8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on February 6, 2014 (the "Initial Term").

8.3 Termination for Nonperformance or Breach:

8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.

8.3.2 If, at any time during the term of this Agreement, AT&T-22STATE is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-22STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.

8.4 Termination of Agreement after initial term expiration:

8.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing "Notice of Termination" to AT&T-22STATE at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival 40.1 below of this GTC.

8.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.

8.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration", CLEC shall have ten (10) calendar days to provide AT&T-22STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-22STATE or terminate its Agreement. CLEC shall identify the action to be taken in

each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-22STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-22STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.

8.4.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-22STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-22STATE's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration with AT&T-22STATE's consent, AT&T-22STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-22STATE's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.

8.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 8.4.4 above, then upon written Notice to CLEC by AT&T-22STATE, AT&T-22STATE may continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in AT&T-22STATE's then current Generic found at the AT&T CLEC Online website. At any time thereafter, the Parties may initiate negotiations for a new agreement by providing a written Notice under Section 252 to the other Party.

9.0 End User Fraud

9.1 AT&T-22STATE shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll, ported numbers, and ABT.

9.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

9.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 9.1 above 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.

9.4 AT&T-22STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.

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

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

10.0 Assurance of Payment

10.1 Upon request by AT&T-22STATE, CLEC will provide AT&T-22STATE with the AT&T-22STATE Credit Profile form and provide information to AT&T-22STATE regarding CLEC's credit and financial condition.

10.2 Assurance of payment may be requested by AT&T-22STATE:

10.2.1 If based on AT&T-22STATE's analysis of the AT&T-22STATE Credit Profile and other relevant information regarding CLEC's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from Third Party financial sources; or

10.2.2 CLEC fails to timely pay a bill rendered to CLEC by AT&T-22STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 12.4 below); and/or

10.2.3 CLEC's gross monthly billing has increased, AT&T-22STATE reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CLEC's "accounts receivables and proceeds"; or

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

10.3 If AT&T-22STATE requires CLEC to provide a security deposit, CLEC shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of AT&T-22STATE's request, as applicable. Deposit request notices will be sent to CLEC via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T-22STATE's applicable Tariff.

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

10.4.1 a Cash Deposit; or

10.4.2 a Letter of Credit; or

10.4.3 a Surety Bond.

10.5 The Cash Deposit, Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-22STATE, for the Interconnection Services, 251(c)(3) UNEs, Collocation or any other functions, facilities, products or services to be furnished by AT&T-22STATE under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if CLEC has received service from AT&T-22STATE during such period at a level comparable to that anticipated to occur over the next six (6) months. If either CLEC or AT&T-22STATE has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, CLEC and AT&T-22STATE shall agree on a level of estimated billings based on all relevant information.

10.6 To the extent that AT&T-22STATE elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

10.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the appropriate AT&T-22STATE Tariff. AT&T-22STATE will not pay interest on a Letter of Credit or a Surety Bond.

10.8 AT&T-22STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:

10.8.1 CLEC owes AT&T-22STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

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

10.8.3 The expiration or termination of this Agreement.

10.9 If AT&T-22STATE draws on the Letter of Credit or Cash Deposit, upon request by AT&T-22STATE, CLEC will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 10.4 above.

10.10 Notwithstanding anything else set forth in this Agreement, if AT&T-22STATE makes a request for assurance of payment in accordance with the terms of this Section 10.10 then AT&T-22STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished AT&T-22STATE with the assurance of payment requested; provided, however, that AT&T-22STATE will permit CLEC a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking this Section 10.10.

10.11 In the event CLEC fails to provide AT&T-22STATE with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to CLEC may be suspended, discontinued or terminated in accordance with the terms of Section 10.0 above. Upon termination of services, AT&T-22STATE shall apply any security deposit to CLEC's final bill for its account(s). If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-22STATE may also invoke the provisions set forth in Section 12.0 below.

10.12 A Cash Deposit held by AT&T-22STATE shall be returned to CLEC if the following conditions have been met:

10.12.1 Payment was made on bills rendered to CLEC by AT&T-22STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 12.4 below) as of the Bill Due Date for all but one time during the prior twelve (12) month period and all payments were made with checks that were honored; and

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

10.13 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-22STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

10.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by CLEC as security under this Agreement, CLEC shall renew such Letter of Credit or provide AT&T-22STATE with evidence that CLEC has obtained a suitable replacement for the Letter of Credit. If CLEC fails to comply with the foregoing, AT&T-22STATE shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for CLEC accounts(s). If CLEC provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, CLEC shall renew the Surety Bond or provide AT&T-22STATE with evidence that CLEC has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If CLEC fails to comply with the foregoing, AT&T-22STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CLEC's account(s). If the credit rating of any bonding company that has provided CLEC with a Surety Bond provided as security hereunder has fallen below "B", AT&T-22STATE will provide written Notice to CLEC that CLEC must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&T-22STATE's written Notice. If CLEC fails to comply with the foregoing, AT&T-22STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CLEC's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T-22STATE shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by CLEC as security hereunder if CLEC defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

11.0 Billing and Payment of Charges

11.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other for Interconnection Services provided hereunder at the applicable rates set forth in the Pricing Schedule.

11.2 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.

11.2.1 If any portion of the payment is not received by AT&T-22STATE on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T-22STATE in funds that are not immediately available to AT&T-22STATE, then a late payment and/or interest charge shall be due to AT&T-22STATE. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth in the Guide Book as published on the AT&T CLEC Online website, or pursuant to the applicable state law as determined by AT&T-22STATE. In addition to any applicable late payment and/or interest charges, CLEC may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth in the Guide Book or pursuant to the applicable state law.

11.3 If any charge incurred by AT&T-22STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-22STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

11.4 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-22STATE. If the Remittance Information is not received with payment, AT&T-22STATE will be unable to apply amounts paid to CLEC's accounts. In such event, AT&T-22STATE shall hold such funds until the Remittance Information is received. If AT&T-22STATE does not receive the Remittance Information by the Bill due date for any account(s), Late Payment Charges shall apply.

11.5 CLEC shall make all payments to AT&T-22STATE via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by AT&T-22STATE. Remittance Information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX Standard Entry Class code. CLEC and AT&T-22STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH payment must be received by AT&T-22STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T-22STATE is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

11.6 Prior to establishing EFT, CLEC will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on AT&T's CLEC Online website. This form provides AT&T-22STATE with CLEC's set up and contract information for electronic payments. AT&T-22STATE banking information will be provided by AT&T-22STATE Treasury & Remittance Operations on AT&T-22STATE approved forms after the CLEC's completed ECF11 form is received, testing has completed and certification confirmed.

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

11.8 If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 13.4 below. The Disputing Party should utilize any existing and preferred form or method provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts, other than disputed charges arising from Intercarrier Compensation into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.

11.9 Requirements to Establish Escrow Accounts.

11.9.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:

11.9.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

11.9.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

11.9.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.

11.9.2 In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

11.9.2.1 The escrow account must be an interest bearing account;

11.9.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;

11.9.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;

11.9.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and

11.9.2.5 disbursements from the escrow account will be limited to those:

11.9.2.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or

11.9.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 13.7 below; or

11.9.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 13.7 below.

11.10 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 11.2 above.

11.11 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 13.0 below.

11.12 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:

11.12.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second (2nd) Bill Due Date after resolution of the dispute;

11.12.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;

11.12.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and

11.12.4 no later than the third (3rd) Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the

escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 11.8 above.

11.13 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 11.12.1 above and Section 11.12.3 above are completed within the times specified therein.

11.14 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 11.12 above shall be grounds for termination of the Interconnection Services provided under this Agreement.

11.15 CLEC will notify AT&T-22STATE at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that AT&T-22STATE has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow AT&T-22STATE the opportunity to test the new format and make changes deemed necessary.

11.16 If either Party requests one (1) or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy as specified in the Pricing Schedule, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

12.0 Nonpayment and Procedures for Disconnection

12.1 If a Party is furnished Interconnection Services under the terms of this Agreement in more than one (1) state, Section 12.2 below through Section 12.19 below, inclusive, shall be applied separately for each such state.

12.2 Failure to pay charges shall be grounds for disconnection of Interconnection Services furnished 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 Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.

12.3 AT&T-22STATE will also provide any written notification to any Commission as required by any State Order or Rule.

12.4 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 fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

12.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 13.4 below of this Agreement, together with the reasons for its dispute; and

12.4.2 pay all undisputed Unpaid Charges to the Billing Party; and

12.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from Intercarrier Compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 11.9 above; and

12.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 11.9 above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from Intercarrier Compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from Intercarrier Compensation) has been deposited into an escrow account that complies with Section 11.9 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 13.0 below.

12.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 13.0 below.

12.6 If the Non-Paying Party fails to:

12.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 12.2 above.

12.6.2 deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 11.9 above within the time specified in Section 12.2 above.

12.6.3 timely furnish any assurance of payment requested in accordance with Section 10.4 above; or

12.6.4 make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in 12.6.1 above through 12.6.4 within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:

12.6.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement;

12.6.4.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection Service under this Agreement.

12.7 Where required, a copy of the demand provided to CLEC under Section 12.6 above will also be provided to the Commission at the same time.

12.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 12.6 above, and Sections 12.6.4.1 above and 12.6.4.2 above:

12.8.1 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

12.8.2 will exclude any affected application, request, order or service from any otherwise Performance Measure.

12.9 For AT&T MIDWEST REGION 5-STATE only, if the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 12.6 above of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law:

12.9.1 cancel any pending application, request or order for new or additional Interconnection Services, under this Agreement; and

12.9.2 disconnect any Interconnection Services furnished under this Agreement;

12.9.3 discontinue providing any Interconnection Services furnished under this Agreement.

12.9.3.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by:

12.9.3.1.1 AT&T INDIANA will comply with Indiana Utility Regulatory Commission Rule 170 IAC 7-6.

12.10 On the same date that Resale Services to CLEC are disconnected, AT&T-7STATE will start to provide service to the CLEC's Resale End Users for a limited transition period. To the extent feasible, these Resale End Users will receive the same services that were provided through CLEC immediately prior to the time of transfer; provided, however, AT&T-7STATE reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

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

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

12.11 AT&T-7STATE will inform the Commission of the names of all Resale End Users affected by this process.

12.12 Any charges for services provided to the Resale End Users by AT&T-7STATE as specified in Section 12.16 below will be billed to CLEC.

12.13 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 12.17 below thru Section 12.18.1 below AT&T-7STATE has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the provision of service for a limited transition period for any Resale End Users by AT&T-7STATE in connection with such disconnection.

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

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

12.16 The Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 12.19 below.

12.17 If any Resale End User provided service by AT&T-7STATE under Section 12.18 below of this Agreement fails to select a new LSP within thirty (30) calendar days of the transfer AT&T-7STATE, may terminate the Resale End User's service.

12.18 Nothing in this Agreement shall be interpreted to obligate to AT&T-7STATE 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-7STATE has with regard to such transferred Resale End Users under Applicable Law; provided, however,

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

12.18.2 In AT&T CONNECTICUT only, for nonpayment and procedures for disconnection for AT&T CONNECTICUT, see the applicable DPUC ordered tariff.

12.19 Limitation on Back-billing and Credit Claims; Exceptions to Limitation for Certain Situations (True-Ups):

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

12.19.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve (12) 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. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection Service(s) more than twelve (12) months after the Interconnection Service(s) was provided when the ability or right to charge or the proper charge for the Interconnection Service(s) was the subject of an arbitration or other Commission docket or any FCC order, including any appeal of such arbitration, docket or FCC order. In such cases (hereinafter a "true-up") the time period for billing shall be the longer of (a) the period specified by the commission in the final order allowing or approving such charge or (b) eighteen (18) months from the date of the final order allowing or approving such charge or (c) twelve (12) months from the date of approval of any executed amendment to this Agreement required to implement such charge.

12.19.1.2 Back-billing and credit claims, and true-ups, as limited above, will apply to all Interconnection Services purchased under this Agreement, except that Intercarrier Compensation is specifically excluded from this Section 12.0 and is addressed separately in the Attachment – 02 Network Interconnection.

13.0 Dispute Resolution

13.1 Finality of Disputes:

13.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twelve (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.

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

13.2 Alternative to Litigation:

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

13.3 Commencing Dispute Resolution:

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

13.3.1.1 Service Center Dispute Resolution;

13.3.1.2 Informal Dispute Resolution; and

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

13.4 Service Center Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written Notice sent to AT&T-22STATE for Disputed Amounts must be made on the "Billing Claims Dispute Form".

13.4.1 If the written Notice given pursuant to Section 13.3 above discloses that the dispute relates to billing, then the procedures set forth in Section 12.4 above shall be used.

13.4.2 For a dispute submitted by the CLEC, the dispute shall first be processed by the appropriate service center for resolution.

13.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written Notice of:

13.4.3.1 the date of the bill in question;

13.4.3.2 the account number or other identification (CLEC must provide the CBA/ESBA/ASBS or BAN number) of the bill in question;

13.4.3.3 telephone number, circuit ID number or trunk number in question;

13.4.3.4 any USOC (or other descriptive information) information relating to the item questioned;

13.4.3.5 amount billed;

13.4.3.6 amount in question; and

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

13.4.4 When CLEC is the Disputing Party, CLEC must provide evidence to AT&T-22STATE that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 11.9 above of this Agreement and deposited all Unpaid Charges relating to Resale Services and 251(c)(3) UNEs into that escrow account in order for that billing claim to be deemed a "dispute". Failure to provide the information and evidence required by this Section 13.0 not later than

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

13.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the Disputing Party furnishes all requisite information and evidence under Section 13.4 above by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.

13.4.6 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date Notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 13.4 above, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.

13.4.7 If the Disputing Party is not satisfied by the resolution of the billing dispute under this Section 13.4 above, the Disputing Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 13.5 below of this Agreement.

13.5 Informal Dispute Resolution:

13.5.1 Upon receipt by one Party of Notice of a dispute by the other Party pursuant to Section 13.3 above or Section 13.4.7 above, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

13.6 Formal Dispute Resolution:

13.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 13.5 above, then either Party may invoke the formal Dispute Resolution procedures described in this Section 13.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 13.3 above.

13.6.2 Claims Subject to Mandatory Arbitration:

13.6.2.1 The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 13.7 below:

13.6.2.2 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 13.3 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 13.3 above, the Parties will annualize the actual number of months billed.

13.6.3 Claims Subject to Elective Arbitration:

13.6.3.1 Claims will be subject to elective arbitration pursuant to Section 13.7 below, if and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

13.6.4 Claims Not Subject to Arbitration:

13.6.4.1 If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism:

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

13.6.4.3 Actions to compel compliance with the Dispute Resolution process.

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

13.7 Arbitration:

13.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Atlanta, Georgia for AT&T SOUTHEAST REGION 9-STATE, Dallas, Texas for AT&T SOUTHWEST REGION 5-STATE); Chicago, Illinois for AT&T MIDWEST REGION 5-STATE, San Francisco, California for AT&T CALIFORNIA; Reno, Nevada for AT&T NEVADA; or New Haven, Connecticut for AT&T CONNECTICUT, as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section 13.0 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

14.0 Audits

14.1 Subject to the restrictions set forth in Section 22.0 below and except as may be otherwise expressly provided in this Agreement, the Auditing Party may audit the Audited Party's books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the Service Start Date for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

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

14.3 The audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the

twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date.

14.4 Such audit shall be conducted by an independent auditor acceptable to both Parties. Auditing Party shall insure that the independent auditor executes a nondisclosure agreement in a form agreed upon by the Parties prior to engaging in any audit work.

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

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

14.7 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 11.2.1 above (depending on the AT&T-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

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

14.9 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 14.1 above. Any additional audit shall be at the requesting Party's expense.

15.0 Disclaimer of Representations and Warranties

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

16.0 Limitation of Liability

16.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any Loss relating to or arising out of any cause whatsoever, including any negligent act or omission (whether willful or inadvertent) whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the facilities, products, services or functions not performed or provided or improperly performed or provided.

16.2 Except as otherwise expressly provided in specific Attachments, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

16.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection Services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection Services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 16.0.

16.4 Neither CLEC nor AT&T-22STATE shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 16.0 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 16.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection Services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.

16.5 AT&T-22STATE shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection Services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation Equipment unless the damage is caused by AT&T-22STATE's gross negligence or willful misconduct. AT&T-22STATE does not guarantee or make any warranty with respect to Interconnection Services when used in an explosive atmosphere.

16.6 CLEC hereby releases AT&T-22STATE from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to AT&T-22STATE under this Agreement, including any errors or omissions occurring in the Directory Database or the White Pages directory, or any claims by reason of delay in providing the Directory Assistance listing information, printing or provisioning of non-published numbers or the printing or providing of CLEC End User information in the White Pages directory including, but not limited to, special, indirect, Consequential, punitive or incidental damages.

16.7 AT&T-22STATE shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.

16.8 This Section 16.0 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, 251(c)(3) UNEs, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

17.0 Indemnity

17.1 Except as otherwise expressly provided herein or in specific Attachments, each Party shall be responsible only for the Interconnection Services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection Services, provided by the other Party, its agents, subcontractors, or others retained by such Parties.

17.2 Except as otherwise expressly provided herein or in specific Attachments, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection Services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

17.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection Service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

17.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection Services provided under this Agreement involving:

17.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection Services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

17.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection Services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection Services provided pursuant to this Agreement.

17.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection Services, provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

17.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection Services, provided under this Agreement; and

17.4.1.2.2 no infringement would have occurred without such modification.

17.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

17.5 CLEC acknowledges that its right under this Agreement to Interconnect with AT&T-22STATE's network and to unbundle and/or combine AT&T-22STATE's 251(c)(3) UNEs (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.

17.6 AT&T-22STATE agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each 251(c)(3) UNE necessary for CLEC to use such 251(c)(3) UNE in the same manner as AT&T-22STATE.

17.7 AT&T-22STATE shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any 251(c)(3) UNE in a different manner than used by AT&T-22STATE.

17.8 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-22STATE shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to AT&T-22STATE under the vendor contract and the terms of the contract (excluding cost terms). AT&T-22STATE shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

17.9 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 19.1 below, 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 251(c)(3) UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that 251(c)(3) UNE including AT&T-22STATE.

17.10 AT&T-22STATE hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of 251(c)(3) UNEs (including combining with CLEC's Network Elements) in AT&T-22STATE'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 251(c)(3) UNEs are vendor licenses and warranties and are a part of the Intellectual Property rights AT&T-22STATE agrees in Section 17.7 above to use its best efforts to obtain.

17.11 AT&T-22STATE does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with AT&T-22STATE's network and unbundling and/or combining AT&T-22STATE's 251(c)(3) UNEs (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 251(c)(3) UNEs shall be vendor's indemnities and are a part of the Intellectual Property rights AT&T-22STATE agrees in Section 17.7 above to use its best efforts to obtain.

17.12 CLEC shall reimburse AT&T-22STATE for damages to AT&T-22STATE's facilities utilized to provide Interconnection Services hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of AT&T-22STATE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than AT&T-22STATE. Upon reimbursement for damages, AT&T-22STATE will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by AT&T-22STATE for the damages to the extent of such payment.

17.13 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Attachment 14 - xDSL Loops and/or the applicable Commission-ordered tariff, as appropriate) to be deployed or used in connection with or on AT&T-22STATE facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("Indemnitee's") facilities.

17.14 Indemnification Procedures:

17.14.1 Whenever a claim shall arise for indemnification under this Section 17.0, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to

defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

17.14.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.

17.14.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

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

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

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

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

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

17.14.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 22.0 below.

18.0 Performance Measures

18.1 Attachment 09 - Performance Measures specifies applicable performance standards. To the extent that remedies are available under such Attachment, such remedies constitute the sole obligation of AT&T-22STATE to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

19.0 Intellectual Property/License

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

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

20.0 Notices

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

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

20.1.2 delivered by facsimile provided CLEC and/or AT&T-22STATE has provided such information in Section 20.3 below.

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

20.2.1 the date of actual receipt;

20.2.2 the next Business Day when sent via express delivery service;

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

20.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

20.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Kermit Lovelace Director – Product Management
STREET ADDRESS	221 East 4th Street 103-725
CITY, STATE, ZIP CODE	Cincinnati, Ohio 45201
FACSIMILE NUMBER	(513) 651-4159
PHONE NUMBER*	(513) 397-7326

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 9th floor Four AT&T Plaza
CITY,STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006

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

20.4 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written Notice to the other Party in compliance with this Section 20.0. Any Notice to change the designated contact name, address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

20.5 AT&T-22STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website,

inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

21.0 Publicity and Use of Trademarks or Service Marks

21.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly.

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

22.0 Confidentiality

22.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.

22.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:

22.2.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

22.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

22.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

22.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

22.2.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

22.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

22.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

23.0 Intervening Law

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

Section 20.0 above ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

24.0 Governing Law

24.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection Services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction (as appropriate) in Birmingham, Alabama; Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Miami, Florida; Atlanta, Georgia; Louisville, Kentucky; New Orleans, Louisiana; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; Jackson, Mississippi; St. Louis, Missouri; Reno, Nevada; Charlotte, North Carolina; Columbus, Ohio; Oklahoma City, Oklahoma, Columbia, South Carolina; Nashville, Tennessee; Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue. Proper venue shall be in the city located in the state whose laws apply to the dispute.

25.0 Regulatory Approval

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

26.0 Changes in End User Local Exchange Service Provider Selection

26.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170), and any applicable state regulation and in the case of AT&T CONNECTICUT only, tariff obligations. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

26.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local Exchange Service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of Attachment 03 – Operations Support Systems (OSS) restricting access to CPNI in order to immediately provide service to such End User.

26.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), AT&T-22STATE is free to reclaim the 251(c)(3) UNE facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

26.4 When an End User of CLEC elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&T-22STATE, AT&T-22STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T-22STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.

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

26.6 Referral Announcement:

26.6.1 When an End User changes its service provider from AT&T-22STATE to CLEC or from CLEC to AT&T-22STATE and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number in accordance with any applicable state laws, rules and tariffs.

27.0 Compliance and Certification

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

27.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection Services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

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

28.0 Law Enforcement

28.1 AT&T-22STATE and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

28.1.1 Intercept Devices:

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

28.1.2 Subpoenas:

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

28.1.3 Emergencies:

28.1.3.1 If a Receiving Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the Receiving Party's switch regarding an End User of the other Party, the Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses alleged by the other Party's End Users arising from compliance with such requests on behalf of the other

Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

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

29.0 Relationship of the Parties/Independent Contractor

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

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

30.0 No Third Party Beneficiaries; Disclaimer of Agency

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

31.0 Subcontracting

31.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

31.2 Each Party will be solely responsible for payments due that Party's subcontractors.

31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

31.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection Services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

31.5 Any subcontractor that gains access to Customer Proprietary Network Information (CPNI) or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

32.0 Responsibility for Environmental Contamination

32.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all

Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law. "Hazardous Substances" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above. "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

32.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-22STATE shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-22STATE or any person acting on behalf of AT&T-22STATE, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T-22STATE or any person acting on behalf of AT&T-22STATE, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-22STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-22STATE or any person acting on behalf of AT&T-22STATE.

32.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at AT&T-22STATE's request, indemnify, defend, and hold harmless AT&T-22STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.

33.0 Force Majeure

33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make monetary payments) resulting from a "Force Majeure Event" or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. A "Force Majeure Event" is defined as acts or occurrences beyond the reasonable control of a Party or the Parties, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, labor difficulties, including without limitation, strikes, slowdowns, picketing, boycotts or other work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers, individually and collectively a Force Majeure Event. If a Force Majeure Event shall occur, the Party affected shall give notice to the other Party of such Force Majeure Event within a reasonable period of time following such an event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from

performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like Notice and proceed to perform with dispatch once the causes are removed or cease.

34.0 Taxes

34.1 Except as otherwise provided in this Section 34.0, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 34.0 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is paid by Providing Party to the respective Governmental Authority within the applicable statue of limitations periods for assessment or collection of such Tax, including extensions; provided, however, that the providing Party notifies the purchasing Party within the earlier of (i) sixty (60) days following the running of such limitations period for, including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.

34.2 With respect to any purchase under this Agreement of products or services that are resold by the purchasing Party to a Third Party or used as a component part of or integrated into a product or service sold to a Third Party, if any Tax is imposed on or with respect to such sale by the purchasing Party, the purchasing Party shall pay or remit such Tax to the respective Governmental Authority. If the purchasing Party fails to pay or remit any Tax as required by Applicable Law, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such Tax and any interest and penalties thereon. Notwithstanding any other provision of this Agreement, the purchasing Party agrees to protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, any interest or penalties thereon, and any costs or expenses (including attorney fees) incurred by the providing Party as a result of any claim asserted or actions taken by the respective Governmental Authority to assess against or collect from the providing Party any Tax related to any sale by the purchasing Party to a third Party.

34.3 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the Providing Party shall have the right to bill, and the Purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the Purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section 34.0 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification

agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.

34.4 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 34.0, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 34.0 not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 34.0, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts.

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

34.6 All Notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34.0 shall be sent in accordance with Section 20.0 above hereof.

34.7 Municipal fees CLEC acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CLEC agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time. CLEC agrees that its failure to comply with all Chapter 283 requirements, including any failure to provide AT&T-22STATE with a valid Adequate Proof Agreement acknowledging CLEC's obligation to pay Municipal Fees within thirty (30) days of AT&T-22STATE's request, shall be considered a material breach of this Agreement and shall entitle AT&T-22STATE to any and all remedies provided elsewhere in this Agreement for such a breach, including, but not limited to suspension of all order processing (other than disconnect orders).

35.0 Non Waiver

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

future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

36.0 Network Maintenance and Management

36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, escalation processes, etc.) to achieve this desired result.

36.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a twenty-four (24)-hour contact number for Network Traffic Management issues to the other's surveillance management center.

36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or seven (7)-digit and ten (10)-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

36.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

36.6 Neither Party shall use any Interconnection Service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of AT&T-22STATE, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37.0 End User Inquiries

37.1 Except as otherwise required by Section 26.1 above, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

37.2 Except as otherwise required by Section 26.1 above, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

37.2.1 Direct the callers who inquire about the other Party's services or products to their local service provider.

37.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

37.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.

37.4 CLEC acknowledges that AT&T-22STATE may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

38.0 Expenses

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

38.2 AT&T-22STATE and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement.

38.2.1 Prior to the filing of this Agreement and each and every Amendment filed in connection with this Agreement in the State of Nevada, CLEC will submit a check in the amount of two hundred dollars ($200.00) payable to Public Utilities Commission of Nevada, to cover its portion of the expenses incurred with filing this Agreement. Upon receipt of CLEC's check, the Agreement will be processed for filing with the Commission.

39.0 Conflict of Interest

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

40.0 Survival

40.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 8.0 above and Section 8.4 above on Termination; 10.6 above on Cash Deposits, Section 10.7 above on Deposit Interest, Section 10.8 above on Drawing on Cash Deposits; Section 11.9 above, Escrow requirements; Sections 11.1 above thru Section 11.6 above on Billing & Payment of Charges; Section 12.0 above on Non Payment and Procedures for Disconnection, Section 14.0 above on Audits, Section 15.0 above on Warranties, Section 17.0 above Indemnity; Section 18.0 above Performance Measures; Section 19.0 above Intellectual Property/License; Section 20.0 above Notices; Section 21.0 above Publicity and Use of Trademarks or Service Marks; Section 22.0 above Confidentiality; 24.0 above Governing Law; Section CALEA Compliance; Section 34.0 above Taxes; Section 35.0 above Non Waivers and Section 42.0 below Amendments and Modifications.

41.0 Scope of Agreement

41.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other Interconnection Services. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

41.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

42.0 Amendments and Modifications

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

43.0 Authority

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

that AT&T-owned ILEC. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

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

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

44.0 Counterparts

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

45.0 Entire Agreement

45.1 AT&T-21STATE only:

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

45.2 AT&T CONNECTICUT only:

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

Cincinnati Bell Any Distance Inc.

Signature: Ted Heckmann

Name: Ted Heckmann
(Print or Type)

Title: Managing Director - Regulatory
(Print or Type)

Date: 11/12/2010

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, and AT&T Mississippi; Pacific Bell Telephone Company d/b/a AT&T California, Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

Signature: [illegible]

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Director-Interconnection Agreements

Date: 11-19-10

ACNA **CBD**

ATTACHMENT 02 - RESALE

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for Resale Services provided by AT&T-22STATE to CLEC.

1.2 To the extent required by Section 251(c)(4) of the Act, AT&T-22STATE shall make available to CLEC for resale at wholesale rates Telecommunications Services that AT&T-22STATE provides at retail to End Users who are not Telecommunications Carriers.

1.3 Each state-specific avoided cost discount applicable to rates paid by CLEC for the resale of Telecommunications Services is referred to herein as a Resale Discount. Where available, Resale Discounts are listed in the Pricing Schedule; if not listed in the Pricing Schedule, the Resale Discount(s) and/or rate(s) as stated or reflected in the applicable Tariff shall apply.

1.4 Except as otherwise expressly provided herein, the state-specific Tariff(s) 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.

1.5 Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.0 Definitions

2.1 "Special Needs Services" means services for the physically disabled as defined in state-specific Tariffs.

2.2 "Tariff" means the most current state-specific retail and, where available, resale tariff(s) and/or Guidebook(s) (the latter as posted on the AT&T CLEC Online website).

3.0 General Provisions

3.1 AT&T-22STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are concurrently offered to AT&T-22STATE's End Users at retail.

3.2 AT&T-22STATE has no obligation to make services available at the Resale Discount to CLEC for its own use or for the use of one or more of its parent, Affiliates, subsidiaries or similarly-related entities. CLEC shall not use any Resale Service to avoid the rates, terms and conditions of AT&T-22STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local Exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers.

3.3 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a service has been grandfathered it is available to CLEC for resale at the Resale Discount pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:

(i) to the same End User; and

(ii) at that End User's existing location, both at the time of grandfathering.

3.4 CLEC shall only sell Plexarâ , 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 Tariff(s) applicable to the state(s) in which service is being offered.

3.5 Except where otherwise explicitly permitted in AT&T-22STATE's Tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

3.6 CLEC shall only resell services provided under this Attachment to the same category of End User(s) to whom AT&T-22STATE offers such services (for example, residence service shall not be resold to business End Users).

3.6.1 Where available for Resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services and/or low income assistance services (e.g., LifeLine and Link-Up) to End Users who are eligible for each such service. To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

3.6.2 CLEC as a reseller of Lifeline and Link-up Services hereby certifies that it has and will comply with the FCC requirements governing the Lifeline and Link-Up programs as set forth in 47 C.F.R. § 54.417(a) and (b). This includes the requirements set forth in AT&T's GSST, Sections A3.31 and A4.4.7.

3.6.3 CLEC shall maintain documentation of FCC or applicable state eligibility to prove compliance with the Lifeline and Link-Up programs for the three (3) full preceding calendar years, and CLEC shall provide such documentation to the FCC or its Administrator upon request.

3.6.3.1 CLEC hereby permits AT&T to provide the FCC or its Administrator, USAC, or any Commission information concerning CLEC's participation in Lifeline and Link-Up programs.

3.7 When ordering services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-22STATE upon reasonable request) appropriate documentation, including, but not limited to, original end user service order data, evidencing the eligibility of its End Users for such offering or promotion. AT&T-22STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

3.8 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for Resale, whether at the Resale Discount or otherwise; provided, however, that AT&T-22STATE shall offer Short-Term Promotions for Resale at no Resale Discount in a particular state if and only to the extent required by Commission order in that state.

3.9 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this Attachment.

3.10 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local Exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

3.11 If CLEC is in violation of any provision of this Attachment, AT&T-22STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify AT&T-22STATE in writing that the violation has been corrected. AT&T-22STATE will bill CLEC a sum equal to:

(i) the charges that would have been billed by AT&T-22STATE to CLEC or any Third Party but for the stated violation; and

(ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater.

Should CLEC dispute the stated violation, CLEC must notify AT&T-22STATE in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the Resale Notice from AT&T-22STATE and comply with the Dispute Resolution provisions of the General Terms and Conditions ("GT&C") of the Agreement ("Dispute Resolution provisions"). Resolution of any dispute under this Attachment shall also be conducted in compliance with the Dispute Resolution provisions in the GT&C.

3.12 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption (or resale to similarly-situated end users) of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that

establishes the rates, terms and conditions thereof (including, without limitation, the wholesale discount, if any, associated with such resale). Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

3.13 Except where otherwise required by law, CLEC shall not, without AT&T-22STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-22STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-22STATE in the provision of Telecommunications Services to CLEC's End Users.

4.0 Responsibilities of Parties

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-22STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-22STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-22STATE is free to reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-22STATE maintenance center(s) twenty-four (24) hours a day, seven (7) days a week, or otherwise shall be in parity with the ability offered by AT&T-22STATE to its End Users. CLEC will be assigned Maintenance Center(s) when CLEC's initial service agreements are made. CLEC End Users calling AT&T-22STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-22STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-22STATE's network facilities, including without limitation those on End User premises.

4.4 CLEC's End Users' activation of Call Trace and annoying call complaints shall be handled by the AT&T-22STATE operations centers responsible for handling such requests. AT&T-22STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-22STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-22STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-22STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-22STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-22STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the GT&Cs of the Agreement.

5.0 Billing and Payment of Rates and Charges

5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

5.1.1 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-22STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those

messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-22STATE.

5.2 AT&T-22STATE shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

5.2.2 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available 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. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

6.0 Ancillary Services

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-22STATE 911 services are contained in Attachment 05 – 911/E911.

6.2 White Pages: The rates, terms and conditions for the provision of White Pages services are contained in White Pages section of Attachment 06 - Customer Information Services.

6.3 Resale Operator Services and Directory Assistance (OS/DA): The rates, terms and conditions for reselling AT&T-22STATE OS/DA services are contained in OS/DA section of Attachment 06 - Customer Information Services.

6.4 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Pay Telephone Service is the only local service available for resale to PSPs. Rates for Pay Telephone Service are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not subject to a wholesale discount.

7.0 Suspension of Service

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 CLEC may offer to resell Customer Initiated Suspension and Restoral Service, as defined in the applicable Tariff(s), to its End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount unless required by Commission order(s).

7.3 AT&T-22STATE will offer Suspension of Service to CLEC for the purpose of CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount, unless required by Commission order(s).

ATTACHMENT 03 - OPERATIONS SUPPORT SYSTEMS

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by AT&T-22STATE. CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to 251(c)(3) UNEs (as provided in Attachment 13 - 251(c)(3) UNEs, resold services, or other services covered by this Interconnection Agreement ICA Service(s)).

1.2 Should AT&T-22STATE no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T-22STATE shall no longer be obligated to offer access and use of OSS for that ICA Service.

2.0 Definitions

2.1 "Service Bureau Provider (SBP)" means a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T-22STATE OSS application-to-application interfaces via a dedicated connection over which multiple CLEC's local service transactions are transported.

3.0 General Provisions

3.1 AT&T-22STATE's OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as "Regional OSS"). Regional OSS is available only in the regions where such systems and processes are currently operational.

3.2 AT&T-22STATE will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CLEC to perform pre-order, order, provisioning, maintenance and repair functions. AT&T-22STATE will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.

3.3 AT&T-22STATE will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T's CLEC Online website. Documentation may be amended by AT&T-22STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.

3.4 AT&T-22STATE's OSS are designed to accommodate requests for both current and projected demands of CLEC and other CLECs in the aggregate.

3.5 CLEC shall advise AT&T-22STATE no less than seven (7) Business Days in advance of any anticipated ordering volumes above CLEC's normal average daily volumes.

3.6 It is the sole responsibility of CLEC to obtain the technical capability to access and utilize AT&T-22STATE's OSS interfaces. All hardware and software requirements for the applicable AT&T-22STATE Regional OSS are specified on AT&T's CLEC Online website.

3.7 CLEC must access the AT&T-22STATE OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T's CLEC Online website.

3.8 Prior to initial use of AT&T-22STATE's Regional OSS, CLEC shall attend and participate in implementation meetings to discuss CLEC access plans in detail and schedule testing.

3.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC will also provide a single point of contact for technical issues related to CLEC's use of AT&T-22STATE's electronic interfaces.

3.10 CLEC agrees that there may be Resale service and 251(c)(3) UNEs available on a regional basis and that such regional offering may only be ordered where they are made available in accordance with Resale or 251(c)(3)UNE Attachments. Moreover, CLEC shall not be permitted to order ICA Services unless CLEC has a right, under this Agreement, to order such service.

3.11 AT&T-22STATE shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T-22STATE shall make manual processes available.

3.12 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to AT&T-22STATE's electronic interfaces, AT&T-22STATE's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.

3.13 Due to enhancements and on-going development of access to AT&T-22STATE CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable or may be phased out after execution of this Agreement. AT&T-22STATE shall provide proper notice of interface phase-out in accordance with CMP.

3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week.

3.15 Proper Use of OSS Interfaces

3.15.1 CLEC shall use AT&T-22STATE electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-22STATE's Data Connection Security Requirements as identified in Section 9.0 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-22STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-22STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T-22STATE for any and all damages caused by such unauthorized entry.

3.15.2 CLEC's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.

3.15.2.1 CLEC must maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.15.2.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-22STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CLEC will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.

3.15.3 AT&T-22STATE shall be free to connect an End User to any CLEC based upon that CLEC's

request and that CLEC's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T-22STATE upon request and at no charge.

3.15.4 By using electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering of ICA Services. CLEC is also responsible for all actions of its employees using any of AT&T-22STATE's OSS. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-22STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-22STATE to CLEC. In addition, CLEC agrees to indemnify and hold AT&T-22STATE harmless against any claim made by an End User of CLEC or Third Parties against AT&T-22STATE caused by or related to CLEC's use of any AT&T-22STATE OSS.

3.15.5 In the event AT&T-22STATE has good cause to believe that CLEC has used AT&T-22STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-22STATE shall give CLEC written Notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which CLEC shall provide to AT&T-22STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.15.6 In the event CLEC does not respond to the Notice of Misuse or does not agree that the CLEC's use of AT&T-22STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.15.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-22STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.15.6.2 To remedy the misuse for the balance of the Agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

3.16 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, AT&T-22STATE shall have the right to conduct an audit of CLEC's use of the AT&T-22STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-22STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-22STATE shall give ten (10) calendar 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 the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the Audit Notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T-22STATE 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-22STATE'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-22STATE 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-22STATE. If CLEC fails to cooperate in the audit, AT&T-22STATE reserves the right to terminate CLEC's access to electronic processes.

4.0 Pre-Ordering

4.1 AT&T-22STATE Regional OSS are available in order that CLEC can perform the pre-ordering functions for ICA Services, including but not limited to:

4.1.1 Service address validation

4.1.2 Telephone number selection

4.1.3 Service and feature availability

4.1.4 Due date information

4.1.5 Customer service information

4.1.6 Loop makeup information

4.2 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.

4.3 CLEC shall provide AT&T-22STATE with access to End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CLEC shall provide to AT&T-22STATE paper copies of End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such End User service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

4.4 Data validation files provided are described on the AT&T CLEC Online website. These files provide an alternate method of acquiring pre-ordering information that is considered relatively static and are available via the pre-order GUI, AT&T's CLEC Online website, or other distribution methods.

5.0 Ordering

5.1 AT&T-22STATE will provide ordering functionality. To order any ICA Services CLEC will format a Local Service Request (LSR) to identify the features, services or elements CLEC is requesting AT&T-22STATE to provision in accordance with applicable AT&T-22STATE ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.

5.2 In ordering and provisioning, Unbundled Dedicated Transport (UDT) and local Interconnection trunks, CLEC and AT&T-22STATE will use industry Access Service Request (ASR) guidelines, based upon AT&T-22STATE ordering requirements. AT&T-22STATE's ASR guidelines are located on AT&T's CLEC Online website.

5.3 AT&T-22STATE product/service intervals are located on AT&T's CLEC Online website.

5.4 AT&T-22STATE shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. CLEC shall provide to AT&T-22STATE an FOC per the guidelines located on AT&T's CLEC Online website.

5.5 When an AT&T-22STATE provided ICA Service is replaced by CLEC's facility-based service using any AT&T-22STATE provided ICA Services, CLEC shall issue appropriate service requests, to both disconnect the existing service and order ICA Services. These requests will be processed by AT&T-22STATE, and CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered. Similarly, when an End User is served by one CLEC using AT&T-22STATE provided ICA Services is converted to another CLEC's service using any AT&T-22STATE provided ICA Services, the requesting CLEC shall issue appropriate service requests

to both disconnect the existing service and connect new service to the requesting CLEC End User. These requests will be processed by AT&T-22STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered.

5.6 AT&T-22STATE shall bill to CLEC an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g. manually, semi-mechanized, mechanized) at the rate set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).

5.7 The Commissions, in some states, have ordered per element manual additive nonrecurring charges for ICA Services ordered by means other than one of the interactive interfaces ("Additional Charges"). Additional Charges shall charges will apply in these states as set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

6.0 Provisioning

6.1 AT&T-22STATE will provide to CLEC nondiscriminatory provisioning of ICA Services. Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.

6.2 AT&T-22STATE shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside AT&T-22STATE's regular working hours, or the work so requested requires AT&T-22STATE's technicians or project managers to work outside of regular working hours, AT&T-22STATE will assess overtime charges set forth in the Pricing Schedule/AT&T-22STATE's intrastate Access Services Tariff.

6.3 In the event AT&T-22STATE must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-22STATE will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-22STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

6.4 Cancellation Charges:

6.4.1 If CLEC cancels an order for ICA Services subsequent to AT&T-22STATE's generation of a service order, any costs incurred by AT&T-22STATE in conjunction with provisioning of services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T CLEC Online website. In addition, AT&T-22STATE reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) Business Days to a Missed Appointment order notification.

6.4.1.1 Notwithstanding the foregoing, if CLEC places an LSR based upon AT&T-22STATE's loop makeup information, and such information is inaccurate resulting in the inability of AT&T-22STATE to provision the ICA Services requested and another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where CLEC places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if AT&T-22STATE cannot

provision the ICA Services that were the subject of the inaccurate loop makeup information, CLEC may cancel its request for those ICA Services without incurring cancellation charges. In such instance, should CLEC elect to cancel the entire LSR, cancellation charges as shall apply to those ICA Services that were not the subject of inaccurate loop makeup.

6.5 Expedite Charges:

6.5.1 For Expedite requests by CLEC, charges from the Pricing Schedule or Connecticut Access Service Tariff will apply for intervals less than the standard interval as outlined on the AT&T CLEC Online website.

6.6 Order Modification Charges:

6.6.1 If CLEC modifies an order after being sent a FOC from AT&T-22STATE, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be accessed from the Pricing Schedule as applicable .

7.0 Maintenance/Repair

7.1 AT&T-22STATE will provide CLEC with access to electronic interfaces for the purpose of reporting and monitoring trouble.

7.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.

7.3 AT&T-22STATE will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.

7.4 CLEC shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T-22STATE to test and make adjustments appropriate for maintaining the 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

7.5 Neither CLEC or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T-22STATE except with the prior written consent of AT&T-22STATE.

7.6 CLEC will be responsible for testing and isolating troubles on ICA Services. CLEC must test and isolate trouble to the AT&T-22STATE network before reporting the trouble to the Maintenance Center. Upon request from AT&T-22STATE at the time of the trouble report, CLEC will be required to provide the results of the CLEC test isolating the trouble to the AT&T-22STATE network.

7.7 For all ICA Services repair requests, CLEC shall adhere to AT&T-22STATE's prescreening guidelines prior to referring the trouble to AT&T-22STATE.

7.8 CLEC will contact the appropriate AT&T-22STATE repair centers in accordance with procedures established by AT&T-22STATE.

7.9 AT&T-22STATE reserves the right to contact CLEC's End Users, if deemed necessary, for provisioning or maintenance purposes.

7.10 Repair requests are billed in accordance with the provisions of this Agreement. If CLEC reports a trouble on a AT&T-22STATE ICA Service and no trouble is found in AT&T-22STATE's network, AT&T-22STATE will charge CLEC a Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges for any dispatching and testing (both inside

and outside the Central Office) required by AT&T-22STATE in order to confirm the working status. AT&T-22STATE will assess these charges at the rates set forth in the Pricing Schedule and/or applicable tariffs.

7.11 In the event AT&T-22STATE must dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-22STATE will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-22STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Pricing Schedule.

7.12 CLEC shall pay Time and Material charges when AT&T-22STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-22STATE or in detariffed CPE provided by AT&T-22STATE, unless covered under a separate maintenance agreement.

7.13 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

7.14 If CLEC issues a trouble report allowing AT&T-22STATE access to End User's premises and AT&T-22STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-22STATE personnel are dispatched. Subsequently, if AT&T-22STATE personnel are allowed access to the premises, these charges will still apply.

7.15 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T-22STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-22STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-22STATE performed other than on a normally scheduled workday.

7.15.1 If CLEC requests or approves an AT&T-22STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

8.0 Billing

8.1 AT&T-22STATE will provide to CLEC nondiscriminatory access to associated billing information as necessary to allow CLEC to perform billing functions.

8.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CLEC.

8.1.1.1 CLEC agrees to pay the applicable rates set forth in the Pricing Schedule.

9.0 Data Connection Security Requirements

9.1 CLEC agrees to comply with AT&T-22STATE data connection security procedures, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. These procedures are set forth on the AT&T CLEC Online website.

9.2 CLEC agrees that interconnection of CLEC data facilities with AT&T-22STATE data facilities for access to OSS will be in compliance with AT&T-22STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T-22STATE and available on the AT&T CLEC Online website.

9.3 Joint Security Requirements:

9.3.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

9.3.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.3.3 CLEC shall immediately notify AT&T-22STATE when an employee user ID is no longer valid (e.g. employee termination or movement to another department).

9.3.4 The Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.3.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC's or AT&T-22STATE's network. At a minimum, this shall include access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

9.3.6 The Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.4 Additional Responsibilities of the Parties:

9.4.1 Modem/DSU Maintenance and Use Policy:

9.4.1.1 To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-22STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited in Section 9.2 above.

9.4.2 Monitoring:

9.4.2.1 Each Party will monitor its own network relating to any user's access to the Party's

networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.4.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.4.4 In the event that one (1) Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.4.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.4.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-22STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-22STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

9.5 Information Security Policies and Guidelines for Access to Computers, Networks and Information by Non-Employee Personnel:

9.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.6 below through Section 9.12 below inclusive summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T-22STATE, respectively, as the providers of the computer, network or information in question.

9.5.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.6 General Policies:

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

9.6.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.6.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.6.4 Authorized users shall not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.6.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.7 User Identification:

9.7.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.7.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.

9.7.3 User IDs will be revalidated on a monthly basis.

9.8 User Authentication:

9.8.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.8.2 Passwords must not be stored in script files.

9.8.3 Passwords must be entered by the user.

9.8.4 Passwords must be at least six (6) to eight (8) characters in length, not blank or a repeat of the user ID; contain at least one (1) letter, and at least one (1) number or special character must be in a position other than the first or last position. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

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

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

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

9.9 Access and Session Control:

9.9.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.9.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.10 User Authorization:

9.10.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.

9.11 Software and Data Integrity:

9.11.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.11.2 All software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.11.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.

9.11.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.12 Monitoring and Audit:

9.12.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

> *"This is a(n) (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."*

9.12.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10.0 Miscellaneous

10.1 To the extent AT&T-22STATE seeks to recover costs associated with OSS system access and connectivity, AT&T-22STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

10.2 Unless otherwise specified herein, charges for the use of AT&T-22STATE's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the applicable rates set forth in the Pricing Schedule.

10.3 Single Point of Contact:

10.3.1 CLEC will be the single point of contact with AT&T-22STATE for ordering activity for ICA Services used by CLEC to provide services to its End Users, except that AT&T-22STATE may accept a request directly from another CLEC, or AT&T-22STATE, acting with authorization of the affected End User. Pursuant to a request from another carrier, AT&T-22STATE may disconnect any ICA Service being used by CLEC to provide service to that End User and may reuse such network

elements or facilities to enable such other carrier to provide service to the End User. AT&T-22STATE will notify CLEC that such a request has been processed but will not be required to notify CLEC in advance of such processing.

10.4 Use of Facilities:

10.4.1 When an End User of CLEC elects to discontinue service and to transfer service to another LEC, including AT&T-22STATE, AT&T-22STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as ICA Services, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T-22STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.

10.5 AT&T-22STATE will provide loss notifications to CLEC. This notification alerts CLEC that a change requested by another Telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.

11.0 Service Bureau Provider Arrangements for Shared Access to OSS

11.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T-22STATE OSS via a Service Bureau Provider as follows:

11.1.1 CLEC shall be permitted to access AT&T-22STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-22STATE to allow Service Bureau Provider to establish access to and use of AT&T-22STATE's OSS.

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

11.1.3 It shall be the obligation of CLEC to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-22STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides Notice. Additionally, AT&T-22STATE shall have a reasonable transition period to terminate any such connection after Notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

11.2 AT&T-22STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T-22STATE's control associated with Third Party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T-22STATE's OSS) which could not be avoided by AT&T-22STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

ATTACHMENT 04 - CUSTOMER INFORMATION SERVICES

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1.0 Introduction

1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS and DA on a wholesale basis for CLEC End Users residing in AT&T-22STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches,

1.2.1.2 Resale of AT&T-22STATE Retail OS/DA service, or

1.2.1.3 Leased Local Circuit Switching from AT&T-22STATE.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-22STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-22STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the Telephone Number, AT&T-22STATE shall provide the Operator Services described in Section 3.4 below. CLEC is free to set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility (a) to obtain End User agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to End User inquiries about OS/DA rates, where technically feasible, AT&T-22STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-22STATE's OS/DA operators shall direct the calling Party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Schedule based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider, and CLEC may convert facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Schedule.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 INW:

1.3.1 This Attachment also sets forth terms and conditions for INW for Facility-Based CLECs.

1.3.2 Where technically feasible and available, the AT&T-22STATE INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.

1.4 DAL:

1.4.1 This Attachment sets forth terms and conditions for which CLEC agrees to purchase DAL information as provided by AT&T-22STATE.

1.5 White Pages:

1.5.1 This Attachment sets forth terms and conditions that apply to switched-based CLECs for subscriber listing information in White Page directories provided by AT&T-22STATE owned ILEC and the CLEC.

2.0 Definitions

2.1 "CLEC Subscriber" means CLEC End User, as End User is defined in the General Terms and Conditions of this Agreement.

2.2 "General Assistance" means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a 'no ring' condition has been encountered.

2.3 "Busy Line Verification (BLV)" means a service in which an operator asks the INW operator to verify a conversation in progress.

2.4 "Busy Line Verification/Interrupt (BLV/I)" means a service in which an operator asks the INW operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

2.5 "Toll Center Code" means the three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain INW.

2.6 "Operator Service Code (OPR SVC CODE)" means the operator dialable code assigned in the LERG for INW.

2.7 "Facilities-Based CLEC" – A CLEC that provides service through its own switch, a Third Party provider's switch or via local circuit switching leased from AT&T-22STATE via a stand-alone agreement.

3.0 Operator Services (OS) / Directory Services (DA)

3.1 Dialing Parity:

3.1.1 AT&T-22STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-22STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 CLEC's End Users shall be answered by AT&T-22STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-22STATE's retail End Users.

3.2.2 Any technical difficulties in reaching the AT&T-22STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-22STATE retail End Users served via that same AT&T-22STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This Section describes the Parties' physical interconnection and trunking requirements for a Facility-Based CLEC that wishes to interconnect with AT&T-22STATE's OS/DA switches

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access And Transport Area (LATA) within which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-22STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for only OS, or only DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-22STATE Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-22STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-22STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-22STATE's intrastate Special Access Tariff.

3.3.5 General OS/DA Trunking Requirements:

3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-22STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-22STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-22STATE End Offices to the AT&T-22STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-22STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups, and their Requirements:

3.3.6.1 OS Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-22STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

3.3.6.2 DA/ DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-22STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In AT&T-13STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:

3.3.6.3.1 Where available, when CLEC wishes for AT&T-22STATE to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from AT&T-22STATE's Operator Services switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

3.4 OS Offerings:

3.4.1 Operator Services Rate Structure:

3.4.1.1 AT&T-22STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided a live Operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live Operators where feasible). The Pricing Schedule contains the full set of OS recurring and nonrecurring rates.

3.4.2 Operator Services Call Processing:

3.4.2.1 Whether manual or automated, AT&T-22STATE will provide the following services when processing a 0- or 0+ dialed call from CLEC's line, regardless of whether DA is also requested:

3.4.2.1.1 General Assistance - The End User dialing 0- or 0+, asks the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls e.g., handling emergency calls, handling credits etc.

3.4.2.1.2 Calling Card - The End User dialing 0- or 0+, provides the OS Operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.

3.4.2.1.3 Collect - The End User dialing 0- or 0+, asks the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.

3.4.2.1.4 Third Number Billed - The End User dialing 0- or 0+, asks the OS Operator to bill the call to a different number than the calling or called number.

3.4.2.1.5 Person-To-Person Service - The End User dialing 0- or 0+, asks the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies

even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.4.2.1.6 Busy Line Verification - A service in which the End User dialing 0- asks the OS Operator to check the requested line for conversation in progress and advise the caller of the status.

3.4.2.1.7 Busy Line Interrupt - A service in which the End User dialing 0- asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.5 DA Offerings:

3.5.1 DA Rate Structure:

3.5.1.1 AT&T-22STATE charges one rate for local DA, and a separate rate for all other DA products. In both cases DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Schedule contains the recurring and nonrecurring rates.

3.5.2 DA Call Processing:

3.5.2.1 Where technically feasible and available, AT&T-22STATE will provide the following DA Services when a CLEC End User served dials 411, 1-411, or 555-1212 regardless of whether CLEC also requests OS from AT&T-22STATE:

3.5.2.1.1 Local Directory Assistance - Consists of providing published name, address and telephone number to the dialing End User.

3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA End User, utilizing an automated voice system or with operator assistance.

3.5.2.1.3 National Directory Assistance (NDA) - A service whereby callers may request DA outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.1.4 Reverse Directory Assistance (RDA) - An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.

3.5.2.1.5 Business Category Search (BCS) - Where available, a service in which the End User may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e. Brand Announcement), Rates and Reference Information:

3.6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. CLEC may custom brand or brand with silence.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-22STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC OnLine website.

3.6.1.2 AT&T-22STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having AT&T-22STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.

3.6.2.1 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-22STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.3 AT&T-22STATE will be responsible for loading the CLEC-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-22STATE retail End Users. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.

3.6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Schedule.

3.6.5 Where Reference Rater is available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.

3.6.6 Where Reference Rater is available, AT&T-22STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC-provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

3.6.7 Rate/Reference load charges are assessed per loaded set of rates/references, where Reference Rater is available, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the Rate/Reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Schedule.

3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:

3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-22STATE OS/DA switches for both Resale and facilities-based service, then no Non-Recurring Charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-22STATE OS/DA switches for Resale and/or facilities-based service, then Non-Recurring

Charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Schedule.

4.0 Inward Assistance Operator Services (INW)

4.1 Responsibilities of the Parties:

4.1.1 To the extent that CLEC elects to interconnect with AT&T-22STATE's operator assistance switches, the CLEC's responsibilities are described below.

4.1.2 CLEC shall be financially responsible for the transport facilities to the AT&T-22STATE's switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from AT&T-22STATE's intrastate Special Access Tariff.

4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the AT&T-22STATE Operator assistance switch utilizing MF signaling.

4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by AT&T-22STATE. CLEC or its designated OS providers shall submit an ASR to AT&T-22STATE to establish any new interconnection trunking arrangements.

4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.

4.3 Specifics of INW Offering and Pricing:

4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the AT&T-22STATE Operator assistance switches. These codes are specific to the various AT&T-22STATE LATAs where AT&T-22STATE Operator assistance switches are located.

4.3.2 AT&T-22STATE OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the AT&T-22STATE operator to the CLEC operator on an Inward basis.

4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.

4.3.4 AT&T-22STATE pricing for INW shall be based on the rates specified in the Pricing Schedule.

4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-22STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-22STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-22STATE pursuant to this Attachment prior to its termination.

4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Schedule.

5.0 Directory Assistance Listings (DAL)

5.1 Responsibilities of the Parties:

5.1.1 Where technically feasible and/or available, AT&T-22STATE will provide DAL information referred to as Directory Assistance Listing (DAL) in AT&T SOUTHWEST REGION 5-STATE, Directory Assistance Listing Information Service (DALIS) in AT&T CALIFORNIA, Dialing Parity Directory Listings (DPDL) in AT&T MIDWEST REGION 5-STATE, Dialing Parity List License (DPLL) in AT&T CONNECTICUT, Directory

Assistance List License (DALL) in AT&T NEVADA and Directory Assistance Database Services (DADS) in AT&T SOUTHEAST REGION 9-STATE (hereinafter collectively referred to as DAL).

5.1.2 AT&T-22STATE owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.

5.1.3 AT&T-22STATE uses the DAL information in its database to provide directory assistance (DA) service to End Users who call AT&T-22STATE's DA to obtain such information.

5.1.4 Inasmuch as AT&T-22STATE provides DA service under contract for ILECs and CLECs, AT&T-22STATE's database also contains DAL information of other ILEC and CLEC telephone service subscribers.

5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in AT&T-22STATE's DA database.

5.1.6 AT&T-22STATE agrees to license requested DAL information contained in its database, under the following terms and conditions:

5.1.6.1 AT&T-22STATE shall provide DAL information in a mutually acceptable format.

5.1.6.2 AT&T-22STATE shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-22STATE will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.

5.2 Product Specific Service Delivery Provisions:

5.2.1 Use of DAL Information:

5.2.1.1 CLEC may use the DAL 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 DAL.

5.2.1.2 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 when available. The information provided for non-published telephone service subscribers can only be used for two (2) 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 telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC's database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.

5.3 Other:

5.3.1 Pricing:

5.3.1.1 The prices at which AT&T-22STATE agrees to provide CLEC with DAL are provided for in the Pricing Schedule.

5.3.2 Breach of Contract:

5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's DAL license, without terminating its own rights hereunder, upon fourteen (14) calendar days Notice, until the other Party's breach is remedied. Further should CLEC breach the DAL provisions of this Attachment, it shall immediately cease use of AT&T-22STATE's DAL information.

5.3.3 Term of DAL Service:

5.3.3.1 After twelve consecutive (12) months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days written Notice to the other Party.

5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay AT&T-22STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-22STATE, all amounts due for actual services provided under this Attachment, plus the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by AT&T-22STATE for that associated with the provision of the DAL database.

5.3.4 Ordering:

5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by AT&T-22STATE.

6.0 White Pages

6.1 General Provisions:

6.1.1 AT&T-22STATE will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described herein.

6.1.2 AT&T-22STATE publishes alphabetical White Pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in AT&T-22STATE's ILEC Territory in the appropriate AT&T-22STATE White Pages directories.

6.2 Responsibilities of the Parties:

6.2.1 Subject to AT&T-22STATE's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T-22STATE will include in appropriate White Pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and AT&T-22STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-22STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-22STATE White Pages directory and a listing in AT&T-22STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Schedule.

6.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, 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 the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in

AT&T-22STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

6.2.1.2 Listing Information Confidentiality:

6.2.1.2.1 AT&T-22STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-22STATE affords its own directory listing information.

6.2.1.3 Unlisted/Non-Published End Users:

6.2.1.3.1 CLEC will provide to AT&T-22STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Schedule.

6.2.1.4 Additional, Designer and other Listings:

6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the White Pages directory, AT&T-22STATE will offer such listings at rates as set forth in the Pricing Schedule.

6.2.2 CLEC shall furnish to AT&T-22STATE subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as AT&T-22STATE may require to prepare and print the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC OnLine website for methods, procedures and ordering information.

6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-22STATE via a mechanical or manual feed of the directory listing information to AT&T-22STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-22STATE's subscriber listing 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 DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

6.2.4 Through the normal course of business, End Users may notify AT&T-22STATE, or its publishing Affiliate, of inaccurate or incomplete listing information. In such instance AT&T-22STATE, or its publishing Affiliate, shall take appropriate action, as directed by the End User, to update the listing. AT&T-22STATE, or its publishing Affiliate, shall also inform CLEC of the deficiency and direct CLEC to send a listing update with the information necessary to make the End User Listing accurate and complete. CLEC shall respond within five (5) Business Days to such direction from AT&T-22STATE, or its publishing Affiliate.

6.2.5 Distribution of Directories:

6.2.5.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of AT&T-22STATE White Pages directory in the same manner, format and at the same time that they are delivered to AT&T-22STATE's subscribers during the annual delivery of newly published directories.

6.2.5.1.1 AT&T CONNECTICUT White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.

6.2.5.2 AT&T-22STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.

6.2.5.3 CLEC may arrange for additional directory distribution and other services with AT&T-22STATE's directory publishing Affiliate pursuant to terms and conditions agreed to by the publishing Affiliate and CLEC.

6.2.6 AT&T-22STATE 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-22STATE's directory publishing Affiliate will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing Affiliate and CLEC.

6.2.7 Use of Subscriber Listing Information:

6.2.7.1 AT&T-22STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-22STATE's subscriber listing information. In exchange for AT&T-22STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-22STATE to include and use the CLEC subscriber listing information provided to AT&T-22STATE pursuant to this Attachment in AT&T-22STATE's White Pages directory, AT&T-22STATE's DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-22STATE's use of CLEC's subscriber listing information in AT&T-22STATE's DA, DA related products and services, and directory publishing products and services.

6.2.7.2 AT&T-22STATE 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's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-22STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-22STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-22STATE.

6.2.8 CLEC further agrees to pay all costs incurred by AT&T-22STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

6.2.9 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

6.2.10 Breach of Contract:

6.2.10.1 If either Party is found to have materially breached the White Pages directory terms of this Attachment, the non-breaching Party may terminate the White Pages directory terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of AT&T-22STATE's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-22STATE and/or its Affiliates as a result of such CLEC breach.

ATTACHMENT 05 - 911-E911

1.0 Introduction

1.1 This Attachment sets forth terms and conditions by which AT&T-22STATE will provide CLEC with access to AT&T-22STATE's 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

1.2 The Parties acknowledge and agree that AT&T-22STATE can only provide E911 Service in a territory where an AT&T-22STATE is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to AT&T-22STATE's E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.

1.3 For CLEC's own switches, AT&T-22STATE shall provide access to its E911 Selective Routers as described herein only where the PSAP and/or E911 Customer served by the E911 Selective Routers has approved CLEC to carry E911 Emergency Services calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer at any time.

2.0 Definitions

2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.

2.2 "911 Trunk" or "E911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.

2.3 "Automatic Location Identification (ALI)" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.4 "Automatic Number Identification (ANI)" means the telephone number associated with the access line from which a call to 911 originates.

2.5 "Company Identifier" or "Company ID" means a three (3) to five (5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.6 "Database Management System (DBMS)" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or ALI for 911 systems.

2.7 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number, 911.

2.8 "E911 Universal Emergency Number Service (E911)" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone Exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes ANI, ALI, and/or SR.

2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.

2.10 "Emergency Service Number (ESN)" means a three (3) to five (5) digit number representing a unique combination of Emergency Services agencies designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates SR and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper Emergency Services agency (ies).

2.11 "National Emergency Number Association (NENA)" is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training.

NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.12 "Public Safety Answering Point (PSAP)" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.13 "Selective Routing" (SR) means the routing and "E911 Selective Router" (E911 SR) means the equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. SR is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3.0 AT&T Responsibilities

3.1 AT&T-22STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to provide CLEC with nondiscriminatory access to E911 Emergency Service as described in this Attachment.

3.2 Call Routing:

3.2.1 AT&T-22STATE will route 911 calls from the AT&T-22STATE SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 AT&T-22STATE will forward the ANI to the calling party number it receives from CLEC and the associated 911 ALI to the PSAP for display. If no ANI is forwarded by CLEC, AT&T-22STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T-22STATE will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking:

3.3.1 AT&T-22STATE shall provide and maintain sufficient dedicated E911 Trunks from AT&T-22STATE's E911 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.

3.3.2 AT&T-22STATE will provide facilities to interconnect the CLEC to the AT&T-22STATE's E911SR, as specified in Attachment 02 -Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CLEC, AT&T-22STATE will provide such diversity where technically feasible, at standard applicable tariff rates.

3.4 Database:

3.4.1 Where AT&T-22STATE manages the E911 Database, AT&T-22STATE shall provide CLEC access to the E911 Database to store CLEC's End User "911 Records" (i.e., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 Where AT&T-22STATE manages the E911 Database, AT&T-22STATE shall coordinate access to the AT&T-22STATE DBMS for the initial loading and updating of CLEC End User 911 Records.

3.4.3 Where AT&T-22STATE manages the E911 Database, AT&T-22STATE's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

4.0 CLEC Responsibilities

4.1 Call Routing (for CLEC's own switches):

4.1.1 CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T-22STATE E911 SR location.

4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T-22STATE E911 SR.

4.2 Facilities and Trunking (for CLEC's own switches):

4.2.1 CLEC shall be financially responsible for the transport facilities to each AT&T-22STATE E911 SR that serves the Exchange Areas in which CLEC is authorized to and will provide Telephone Exchange Service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 SRs and CLEC shall be financially responsible for the transport facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 CLEC shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect to each appropriate AT&T-22STATE E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking.

4.2.4 CLEC is responsible for ordering a separate E911 Trunk group from AT&T-22STATE for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.

4.2.5 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&T-22STATE E911 SR.

4.2.6 CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated AT&T-22STATE E911 SR.

4.2.7 Diverse (i.e., separate) 911 facilities are highly recommended and may be required by the Commission or E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.

4.2.8 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch (es) to interconnect with the AT&T-22STATE E911 SR.

4.2.9 CLEC shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor), or such other minimum grade of service as required by Applicable Law.

4.2.10 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for Interconnection with AT&T-22STATE.

4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the AT&T-22STATE E911 SR(s). CLEC is responsible for advising AT&T-22STATE of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T-22STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-22STATE will refer

network trouble to CLEC if no defect is found in AT&T-22STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.2.12 CLEC will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.

4.2.13 Where required, CLEC will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.

4.3 Database:

4.3.1 Once the 911 Interconnection between CLEC and all appropriate AT&T-22STATE E911 SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T-22STATE for inclusion in AT&T-22STATE's DBMS on a timely basis.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.

4.3.3 CLEC shall adopt use of a Company/NENA ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 CLEC is responsible for providing AT&T-22STATE updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T-22STATE 911 DBMS.

5.0 Responsibilities of the Parties

5.1 For CLEC's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from CLEC's POI to the designated AT&T-22STATE E911 SR(s).

5.1.1 AT&T-22STATE and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T-22STATE E911 SR(s).

5.2 911 Surcharge Remittance to PSAP:

5.2.1 For CLEC's own switch(es), the Parties agree that:

5.2.1.1 AT&T-22STATE is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and

5.2.1.2 AT&T-22STATE is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.1.3 Facility based CLECs shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires CLEC to collect and remit directly to the appropriate 911 Authority. The Parties agree that:

5.2.2.1 AT&T-13STATE shall include Reseller information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.2.2 AT&T SOUTHEAST REGION 9-STATE will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the AT&T SOUTHEAST REGION 9-STATE shall include this information upon request by the 911 Customer.

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 access to 911 and E911 Databases: (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T-22STATE's Commission-ordered tariff(s) and (iv) 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 access to 911 and E911 Databases, and providing interconnection and call routing for purposes of 911 call completion to a PSAP as required by Section 251 of the Act.

7.2 The Parties agree that the 911 System as provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-22STATE and CLEC.

7.2.1 In AT&T TEXAS only:

7.2.1.1 These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to AT&T TEXAS not later than forty-five (45) Business Days prior to the passing of live traffic. AT&T TEXAS shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) Business Days prior to the passing of live traffic.

7.2.1.2 CLEC must obtain documentation of the approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to AT&T TEXAS prior to use of CLEC's E911 connection for actual emergency calls.

7.2.1.3 Each Party will designate a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of 911 Trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2 above, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2 above.

8.0 Basis of Compensation

8.1 Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a PSAP as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable AT&T-22STATE Commission-approved access tariff.

ATTACHMENT 06 - DAILY USAGE FILE

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1.0 Introduction

1.1 Upon written request from CLEC, AT&T-22STATE will provide CLEC a Daily Usage File (DUF) for services provided hereunder. A DUF will be provided by AT&T-22STATE in accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation. The DUF will include (i) specific daily usage, including both Section 251(b)(5) Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each service to the extent that similar usage sensitive information is provided to retail End Users of AT&T-22STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T-22STATE in connection with service provided by AT&T-22STATE, and (iii) operator handled calls provided by AT&T-22STATE. Procedures and processes for implementing the interfaces with AT&T-22STATE will be included in implementation requirements documentation.

2.0 General Provisions

2.1 Where available, DUF may be requested on flat-rated Resale lines as well as measured-rated Resale lines. DUF provided in this instance is labeled as Enhanced DUF (EDUF). In order to receive EDUF on flat-rated Resale lines, CLEC must also request and receive DUF on its measure-rated Resale lines.

2.2 File transmission for DUF is requested by each unique State and OCN combination. CLEC must provide to AT&T-22STATE a separate written request for each unique State and OCN combination no less than sixty (60) calendar days prior to the desired first transmission date for each file.

2.3 AT&T-22STATE will bill CLEC for DUF in accordance with the applicable rates set forth in the Pricing Schedule under “Electronic Billing Information Data (Daily Usage) per message”, “Provision of Message Detail a.k.a. Daily Usage File (DUF)”, “FB-CLEC Operator Recording (Daily Usage) per message”, and “Daily Usage File (DUF) Data Transmission, per Message”. There will be individual rates listed for DUF provided for measure-rated Resale lines and for EDUF provided on flat-rated Resale lines.

2.4 Call detail for LEC-carried calls that are alternately billed to CLEC End Users’ lines provided by AT&T-22STATE through Resale will be forwarded to CLEC as rated call detail on the DUF.

2.5 Interexchange call detail on Resale Services that is forwarded to AT&T-22STATE for billing, which would otherwise be processed by AT&T-22STATE for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T-22STATE records the message.

2.6 Where CLEC is operating its own switch-based service and has contracted with AT&T-22STATE to provide operator services, upon written request from CLEC, AT&T-22STATE will provide CLEC a DUF for operator handled calls handled by AT&T-22STATE.

PRICING SCHEDULE

1.0 Pricing Schedule

1.1 This Attachment sets forth the pricing terms and conditions. The rate tables included in this Attachment may be divided into categories. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 Replacement of Non-Interim Rates

1.2.1 Certain of the current rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established "Current Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.2, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Current Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Current Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable (i.e. not an order or docket relating only to a specific complaint or interconnection agreement arbitration) to the Interconnection Services, either Party may provide written notice ("Rate Change Notice") to the other Party, after the effective date of such order, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Current Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any written amendment or further Commission action, CLEC's billing tables will be updated to reflect (and CLEC shall pay) the Modified Rate(s), pursuant to timeframes as specifically set forth in Section 1.2.1.1 below and Section 1.2.1.3 below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Section 1.2.1.1 below and Section 1.2.1.3 below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Current Rate(s) were replaced by the Modified Rate(s), and shall submit such amendment to the Commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided:

1.2.1.1 If the Rate Change Notice is issued by a Party within ninety (90) calendar days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and AT&T-22STATE will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established current Rate(s) for the period after the effective date of the order, in accordance herewith.

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

1.2.1.3 In the event that a Party issues a Rate Change Notice under this Section 1.2 above, but not within ninety (90) calendar days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, on a prospective basis only, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Current Rate(s) with the Modified Rate(s) if the terms and conditions of this Section 1.2 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (containing this Section 1.2,) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the

Commission-established current Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.2 above.

1.3 Replacement of Interim Rates

1.3.1 Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Interconnection Services specifically identified herein as interim, either Party may, within ninety (90) calendar days after the effective date of such Commission order, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the new Commission-established rate(s) ("Replacement Rates") to replace and supersede the Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T-22STATE will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.3.2 If the Replacement Rate Notice is given within ninety (90) calendar days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T-22STATE will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

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

1.3.4 In the event that a Party issues a Rate Notice under this Section 1.3 above, but not within ninety (90) calendar days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.3.5 In the event the terms and conditions of this Section 1.3 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.3 above) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.3 above.

1.4 Notice to Adopting CLECs

1.4.1 Notwithstanding anything to the contrary in this Pricing Schedule and Agreement, in the event that any other CLEC should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the current and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T-22STATE and the Adopting CLEC (i.e. following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any adopting CLEC is foreclosed from making any such claim hereunder.

1.4.2 AT&T-22STATE obligation, under this Agreement, per the GT&C is to only provide Interconnection Services for which complete rates, terms and conditions are contained in this Agreement. Accordingly, to the extent CLEC orders a product or service for which there are not complete rates, terms and conditions contained in this Agreement, AT&T-22STATE may reject the order. CLEC must amend this Agreement to allow ordering of products and services for which complete rates, terms and conditions did not exist as of the Effective Date of the Agreement to the extent such product or service is still available at the time of the request. In the event that CLEC orders, and AT&T-22STATE provisions, a product or service to CLEC for which there are not complete rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.4.3 CLEC shall pay for the product or service provisioned to CLEC at the rates set forth in AT&T-22STATE's applicable intrastate tariff(s) for the product or service or, to the extent there are no tariff rates, terms or conditions available for the product or service in the applicable state, then CLEC shall pay for the product or service at AT&T-22STATE's current generic contract rate for the product or service set forth in AT&T-22STATE's applicable state-specific generic Pricing Schedule as published on the AT&T CLEC Online website; or

1.4.4 CLEC will be billed and shall pay for the product or service as provided in Section 1.4.3 above, and AT&T-22STATE may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.4.2 above. If CLEC and AT&T-22STATE cannot agree on rates, terms, and conditions either Party may institute the Dispute Resolution provisions as contained in the GT&Cs.

1.4.5 AT&T-22STATE's provisioning of orders for such Interconnection Services is expressly subject to this Section 1.4.2 above, and in no way constitutes a waiver of AT&T-22STATE's right to charge and collect payment for such products and/or services.

1.4.6 Where the rate for an AT&T-22STATE Interconnection Service is identified as a tariffed rate, any changes to the tariff rate shall be automatically incorporated into this Agreement. The issuance of a Commission Order approving such rate change shall be the only Notice required under this Agreement. Provided however, should a tariff or tariff rate, incorporated into this Agreement, be withdrawn or invalidated in any way during the term of this Agreement, the last rate in effect at the time of such withdrawal or invalidation shall continue to apply during the remaining term of this Agreement.

1.4.7 The Resale Discount applicable to purchases of Resold Services in each State is the current Commission-approved rate. Any Commission approved or ordered change in the Resale discount for Resold Services shall be automatically incorporated into this Agreement for the state in which such Commission approves or orders the change. The issuance of the Commission Order approving such change shall be the only Notice required under this Agreement.

1.5 Establishment of "TBD" Rates

1.5.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or no rate is shown, the Parties understand and agree that when a rate, price or charge is established by AT&T-22STATE for that Interconnection Service and incorporated into AT&T-22STATE's current state-specific Generic Pricing Schedule as published on the AT&T CLEC Online website, that rate(s) ("Established Rate") shall automatically apply to the Interconnection Service provided under this Agreement back to the Effective Date of this Agreement as to any orders CLEC submitted and AT&T-22STATE provisioned for that Interconnection Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T-22STATE shall provide Written Notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the Effective Date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate that applies to such Product or Service pursuant to this Section 1.5 above, and shall submit such Amendment to the State Commission for approval. In addition, as soon as is

reasonably practicable after such Established Rate begins to apply, AT&T-22STATE shall bill CLEC to reflect the application of the Established Rate retroactively to the Effective Date of the Agreement between the Parties.

1.5.2 AT&T-22STATE's provisioning of such orders for such Interconnection Services is expressly subject to this Section 1.5 above and in no way constitutes a waiver of AT&T-22STATE's right to charge and collect payment for such Interconnection Services.

1.6 Recurring Charges

1.6.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a thirty (30) day calendar month. The minimum term for each monthly rated Interconnection Services will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for Interconnection Services, if applicable, will be specified in the rate tables included in this Attachment.

1.6.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T-22STATE will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T-22STATE will round up to the next whole mile before determining the mileage and applying rates.

1.7 Non-Recurring Charges:

1.7.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges."

1.7.2 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each 251(c)(3) UNE.

1.7.3 When CLEC converts an End-User currently receiving non-complex service from AT&T-22STATE, without any facilities rearrangements to AT&T-22STATE's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

1.7.4 CLEC shall pay the applicable service order processing/administration charge for each service order submitted by CLEC to AT&T-22STATE to process a request for installation, disconnection, rearrangement, change, or record order.

1.7.5 In some cases, Commissions have ordered AT&T-22STATE to separate disconnect costs and 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-22STATE, regardless of whether or not a disconnect order is issued by CLEC.

1.7.6 Time and Material charges (a.k.a. additional labor charges) are defined in the Price Schedule contained herein.

1.7.7 Loop Zone charges are defined in the Price Schedule contained herein.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	AL	RESALE APPLICABLE DISCOUNTS	Residence %				16.30			
16	AL	RESALE APPLICABLE DISCOUNTS	Business %				16.30			
16	AL	RESALE APPLICABLE DISCOUNTS	CSAs %				16.30			
16	AL	RESALE APPLICABLE DISCOUNTS	Customer Owned Pay Telephone Service %				0.00			
7REGSE	AL	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only		SOMEC			3.50	0.00	LSR
7REGSE	AL	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only [DISCONNECT]		SOMEC			3.50	0.00	LSR
7REGSE	AL	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only		SOMAN			19.99	0.00	LSR
7REGSE	AL	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only [DISCONNECT]		SOMAN			19.99	0.00	LSR
7MR-SS	AL	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only		SOMEC			3.95	0.00	LSR
7MR-SS	AL	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only [DISCONNECT]		SOMEC			3.33	0.00	LSR
7MR-SS	AL	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only		SOMAN			18.82	0.00	LSR
7MR-SS	AL	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only [DISCONNECT]		SOMAN			18.82	0.00	LSR
16	AL	RESALE - SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)	Selective Routing Per Unique Line Class Code Per Request Per Switch					84.70	84.70	Per Request Per Switch
16	AL	RESALE - SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)	Selective Routing Per Unique Line Class Code Per Request Per Switch [DISCONNECT]					14.11	14.11	Per Request Per Switch
16	AL	RESALE - DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE	Recording of DA Custom Branded Announcement					3,000.00	3,000.00	announcement
16	AL	RESALE - DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE	Loading of DA Custom Branded Anouncement per Switch per OCN					1,170.00	1,170.00	per switch per OCN
16	AL	RESALE - DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE	Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
16	AL	RESALE - DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE	Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
16	AL	RESALE - OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE	Recording of Custom Branded OA Announcement					7,000.00	7,000.00	announcement
16	AL	RESALE - OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
16	AL	RESALE - OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	AL	RESALE - OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE	Loading of OA per OCN					1,200.00	1,200.00	OCN
7REGSE	AL	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMEC			3.50	0.00	LSR
7REGSE	AL	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMEC			3.50	0.00	LSR
7REGSE	AL	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR)		SOMAN			15.66	0.00	LSR
7REGSE	AL	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMAN			1.97	0.00	LSR
7MR-SS	AL	OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMEC			5.83	0.00	LSR
7MR-SS	AL	OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMEC			3.72	0.00	LSR
7MR-SS	AL	OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR)		SOMAN			15.66	0.00	LSR
7MR-SS	AL	OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMAN			1.97	0.00	LSR
7	AL	UNE SERVICE DATE ADVANCEMENT CHARGE	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day	UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1TD1, U1TD3, U1TDX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UE3, UNC1X, UNC3X, UNCDX, UNCNX, UNCVX, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCD1	SDASP			200.00		per Circuit or Line Assignable USOC, per Day
7	AL	ORDER MODIFICATION CHARGE	Order Modification Charge (OMC)					35.13	0.00	
7	AL	ORDER MODIFICATION CHARGE	Order Modification Charge (OMC) [DISCONNECT]					0.00	0.00	
7	AL	ORDER MODIFICATION CHARGE	Order Modification Additional Dispatch Charge (OMCAD)					150.00	0.00	
7	AL	ORDER MODIFICATION CHARGE	Order Modification Additional Dispatch Charge (OMCAD) [DISCONNECT]					0.00	0.00	
5	AL	911 PBX LOCATE	911 PBX Locate Database Capability - Service Establishment per CLEC per End User Account	9PBDC	9PBEU			1,813.00		End User Account
5	AL	911 PBX LOCATE	911 PBX Locate Database Capability - Changes to TN Range or Customer Profile	9PBDC	9PBTN			181.44		
5	AL	911 PBX LOCATE	911 PBX Locate Database Capability - Per Telephone Number (Monthly)	9PBDC	9PBMM		0.07			Telephone Number
5	AL	911 PBX LOCATE	911 PBX Locate Database Capability - Change Company (Service Provider) ID	9PBDC	9PBPC			532.60		
5	AL	911 PBX LOCATE	911 PBX Locate Database Capability - PBX Locate Service Support per CLEC (Monthly)	9PBDC	9PBMR		181.33			CLEC
5	AL	911 PBX LOCATE	911 PBX Locate Database Capability - Service Order Charge	9PBDC	9PBSC			15.66		
6	AL	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.							primary End User listing
6	AL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	AL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Initial Load, per listing					0.04		listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Update, per listing				0.04			listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Servuce (DADS) - Monthly Recurring Fee				150.00			
6	AL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	AL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	AL	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Minute				1.15			Minute
6	AL	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Minute				1.15			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement					3,000.00	3,000.00	
6	AL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,700.00	per Switch per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Recording of Custom Branded OA Announcement					7,000.00	7,000.00	
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				$ 0.40			call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				$ 0.15			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				$ 0.00436			MOU
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN		BRAND		NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per OS/DA Call				$ 0.03			OS/DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		$ 1,500.00	OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN		BRAND		NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding and Reference/Rate Look Up, per OS/DA Call				$ 0.03			OS/DA call
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA		$ 1,500.00	OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing - Call Completion LATA Wide - Per MOU				$ 0.00436			MOU
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types (including Busy line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second				$ 0.03			work second
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types (including Busy line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]) - Call Completion LATA Wide - Per MOU				$ 0.00436			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Listing Information Services						NA	listing
6	CA	DIRECTORY ASSISTANCE SERVICES	Trunk Installation per trunk		TPP6X		NA	$ 500.00	$ 184.00	trunk
6	CA	DIRECTORY ASSISTANCE SERVICES	Trunk Installation per trunk		TPP9X		NA	$ 500.00	$ 184.00	trunk
6	CA	OPERATOR CALL PROCESSING	BLV/I Trunk Installation per trunk		TPP6X		NA	$ 500.00	$ 184.00	trunk
6	CA	OPERATOR CALL PROCESSING	BLV/I Trunk Installation per trunk		TPP9X		NA	$ 500.00	$ 184.00	trunk
5	CA	911 PBX LOCATE	Master Street Address Guide (MSAG)		EMEMC			$56.99	$56.99	
5	CA	911 PBX LOCATE	Secure ID Cards		EMECM		$5.70			
5	CA	911 PBX LOCATE	Secure ID Cards - Replacement - Per Card Replaced		EMECR			$132.99		Card Replaced
5	CA	911 PBX LOCATE	Error Correction - Per Chargeable Record		EMEEC			$3.32		Chargeable Record
16	CA	RESALE APPLICABLE DISCOUNTS	Local Exchange Service - Individual Line Measured Rate Residence Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Exchange Serviceindividual Line Measured Rate Business Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Exchange Service - Individual Line Flat Rate Residence Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Exchange Service - Farmer Line Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Exchange Service - COPT				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Three Way Calling				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Call Forwarding				17%	17%		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Busy Call Forwarding				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Delayed Call Forwarding				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Remote Access To Call Forwarding				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Call Screen				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Select Call Forwarding				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Priority Ringing				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Repeat Dialing				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Call Return				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Caller ID				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Call Waiting				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Speed Calling - 8 Code Capacity				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Speed Calling - 30 Code Capacity				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Intercom				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Intercom Plus				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Call Trace				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Caller ID On Analog Centrex-Like Lines				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Caller ID On PBX Lines				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Caller ID On Dedicated Custom 8 Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Usage Sensitive Custom Calling Services				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Premiere Communications Systems - Resale				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Remote Call Forwarding				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Direct Connect				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Centrex-Like - Hunting Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Centrex-Like - Airport Intercommunicating Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Centrex-Like - Central Office Electronic Tandem Switching				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	ISDN - ISDN- BRI				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	ISDN - Primary Rate ISDN (PRI)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	ISDN - Personal ISDN				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Centrex-Like - Centrex-Like ISDN				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Local Plus (Intralata Toll)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Two-Point Message Telecommunications Service (Local Toll)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Custom 8 Toll Free Service (Grandfathered)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Dedicated Access Line				17%	17%		

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16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Custom 8 Digital Data				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Easy 8 Toll Free Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Easy 8 Digital Data				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Easy 8 Directory Assistance Listing				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - California 976				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - California 900				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Information Services Call Blocking				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Residence Usage Discount-Direct Discount				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Residence Usage Discount-Service Area				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Residence Usage Discount-Community				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Residence Usage Discount-Easy Saver				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Residence Usage Discount-Saver 60				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Residence Usage Discount-Saver Plus				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Business Usage Discount-Direct Discount				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Business Usage Discount-Plan 50				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Business Usage Discount-Plan 1000				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Business Usage Discount-Volume Discount				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Business Usage Discount-Plus				17%	17%		
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - Local Directory Assistance				17%	NA		% discount
16	CA	OPERATOR CALL PROCESSING	Resale - Local Operator Assistance				17%	NA		% discount
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - National Directory Assistance (NDA), Per Call				$ 0.65	NA		call
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - Reverse Directory Assistance (RDA), Per Call				$ 0.65	NA		call
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - Business Category Search (BCS), Per Call				$ 0.65	NA		call
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - Express Call Completion/Directory Assistance Call Completion (DACC) - Rate Per Call				$ 0.15	NA		call
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - Directory Assistance Listing Information Service (Dalis)-Initial Load, Per Listing					NA	NA	listing
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - Directory Assistance Listing Information Service (Dalis) - Update, Per Listing					NA	NA	listing
16	CA	BRANDING - OPERATOR CALL PROCESSING	Resale - OS Automated Call Greeting Branding - Other - Initial/Subsequent Load, Per Switch		BRAND		NA	$ 1,800.00	$ 1,800.00	switch
16	CA	BRANDING - OPERATOR CALL PROCESSING	Resale - OS Automated Call Greeting - Branding And Reference/Rate Look Up, Per OS Call				$ 0.03	NA		OS/DA call
16	CA	BRANDING - OPERATOR CALL PROCESSING	Resale - OS Rate Reference - Initial Load, Per State, Per OCN				NA	$ 5,000.00		state, per OCN
16	CA	BRANDING - OPERATOR CALL PROCESSING	Resale - OS Rate Reference - Subsequent Load, Per State, Per OCN				NA		$ 1,500.00	state, per OCN
16	CA	BRANDING - DIRECTORY ASSISTANCE	Resale - OS Automated Call Greeting Branding - Other - Initial/Subsequent Load, Per Switch		BRAND		NA	$ 1,800.00	$ 1,800.00	switch
16	CA	BRANDING - DIRECTORY ASSISTANCE	Resale - OS Automated Call Greeting - Branding And Reference/Rate Look Up, Per OS Call				$ 0.03	NA		OS/DA call
16	CA	BRANDING - DIRECTORY ASSISTANCE	Resale - OS Rate Reference - Initial Load, Per State, Per OCN				NA	$ 5,000.00		state, per OCN

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16	CA	BRANDING - DIRECTORY ASSISTANCE	Resale - OS Rate Reference - Subsequent Load, Per State, Per OCN				NA		$ 1,500.00	state, per OCN
16	CA	RESALE APPLICABLE DISCOUNTS	Trunks - Flat Rate Trunk				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Trunks - Trunk Line Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Data Services - Gigabit Ethernet Metropolitan Area Network (Gigaman)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Data Services - PBX Trunks				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Data Services - Multi-Service Optical Network (MON)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Number Retention Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Number Referral Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Number Services (Personalized TNs)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Voice Based Information Services				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Promotional PRIcing (90 Days +)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Private Branch Exchange Services				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Short Duration Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Grandfathered Services				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Message Waiting Indicator (MWI++)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Call Forwarding Busy Line				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Call Forwarding/ Don't Answer				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Call Forwarding Busy Line/ Don't Answer				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Foreign Exchange Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Foreign Prefix Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Off Premise Extensions				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Operator Services and Directory Assistance				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Telephone Answering Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Telephone Answering Service - Secretarial Answering Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Telephone Answering Service - Occasional Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Telephone Answering Service - Concentrator- Identifier Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Telephone Answering Service - Answering Line Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Tie Line Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Interexchange Channel				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Directory Listings Alternate User Listings				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Business Individual Line Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Premium Subscriber Plan				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Premiere Subscriber Plan				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Power Distribution Alarm And Control System				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Custom Virtual Network				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - WATS Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Basic Service Elements and Complementary Network Services				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Business Answering Lines				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Short Duration Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Access Products				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Electronic Tandem Switching				0%	0%		

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16	CA	RESALE APPLICABLE DISCOUNTS	Other - Private Line Services				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Digital Data Over Voice				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Group Video				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - High Voltage Protection				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Switched SMDS				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Switched 56				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - All Broadband And Fast Packet Services				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Other Services				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Centrex-Like Number Retention Service				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Off-Premise Extension Service				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Promotions Exceeding 90 Days				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Contract Plans				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Remote Call Forwarding				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Labor/Network Rearrangements				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Visit Charge (Trouble Identification)				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Cable Services AII, IW				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Fraud Alert Referral - Usage Per Alert Referral				$ 11.10	$ 700.00		Alert Referral
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Repair Transfer Service (Per Subsequent Change) - Recorded Name Announcement				NA	$ 2,300.00		subsequent change
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Repair Transfer Service (Per Subsequent Change) - 800/888 Telephone Number				NA	$ 750.00		subsequent change
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Repair Transfer Service (Per Subsequent Change) - Name Announcement & Telephone Number				NA	$ 2,400.00		subsequent change
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Slamming Investigation Fee				NA	$ 50.00		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Local Disconnect Report (LDR), Per WTN				$ 0.10	NA		WTN
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Traffic Alert Referral Service Usage Charge/Alert					NA		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - End User Change Over (Per Billable Telephone Number) - Business				$ 5.81			billable telephone number
16	CA	RESALE APPLICABLE DISCOUNTS	Other - End User Change Over (Per Billable Telephone Number) - Residence				$ 4.15			billable telephone number
16	CA	RESALE APPLICABLE DISCOUNTS	Other - End User Change Over (Per Billable Telephone Number) - Complex				$ 5.81			billable telephone number
6	CA	DIRECTORY ASSISTANCE SERVICES	DAL					NA	NA	
16	CA	RESALE APPLICABLE DISCOUNTS	Electronic Billing Information Data (daily usage) per message				0.003	NA		

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16	MS	RESALE APPLICABLE DISCOUNTS	Residence %				15.75			
16	MS	RESALE APPLICABLE DISCOUNTS	Business %				15.75			
16	MS	RESALE APPLICABLE DISCOUNTS	CSAs %				15.75			
16	MS	RESALE APPLICABLE DISCOUNTS	Customer Owned Pay Telephone Service %				0.00			
7REGSE	MS	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only		SOMEC			3.50	0.00	LSR
7REGSE	MS	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only [DISCONNECT]		SOMEC			3.50	0.00	LSR
7REGSE	MS	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only		SOMAN			19.99	0.00	LSR
7REGSE	MS	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only [DISCONNECT]		SOMAN			19.99	0.00	LSR
7MR-SS	MS	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only		SOMEC			3.80	0.00	LSR
7MR-SS	MS	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only [DISCONNECT]		SOMEC			3.19	0.00	LSR
7MR-SS	MS	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only		SOMAN			18.93	0.00	LSR
7MR-SS	MS	RESALE - OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only [DISCONNECT]		SOMAN			18.93	0.00	LSR
16	MS	RESALE - SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)	Selective Routing Per Unique Line Class Code Per Request Per Switch					85.19	85.19	Per Request Per Switch
16	MS	RESALE - SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)	Selective Routing Per Unique Line Class Code Per Request Per Switch [DISCONNECT]					14.19	14.19	Per Request Per Switch
16	MS	RESALE - DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE	Recording of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
16	MS	RESALE - DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE	Loading of DA Custom Branded Anouncement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
16	MS	RESALE - DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE	Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
16	MS	RESALE - DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE	Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
16	MS	RESALE - OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
16	MS	RESALE - OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
16	MS	RESALE - OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
16	MS	RESALE - OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE	Loading of OA per OCN					1,200.00	1,200.00	OCN

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7REGSE	MS	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMEC			3.50	0.00	LSR
7REGSE	MS	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMEC			3.50	0.00	LSR
7REGSE	MS	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR)		SOMAN			15.75	0.00	LSR
7REGSE	MS	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMAN			1.97	0.00	LSR
7MR-SS	MS	OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)		SOMEC			5.70	0.00	
7MR-SS	MS	OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE RATES"	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMEC			3.57	0.00	
7MR-SS	MS	OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR)		SOMAN			15.75	0.00	
7MR-SS	MS	OPERATIONS SUPPORT SYSTEMS (OSS) - "STATE RATES"	OSS - Manual Service Order Charge, Per Local Service Request (LSR) [DISCONNECT]		SOMAN			1.97	0.00	
7	MS	UNE SERVICE DATE ADVANCEMENT CHARGE	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, NTCD1	SDASP			200.00		per Circuit or Line Assignable USOC, per Day
7	MS	ORDER MODIFICATION CHARGE	Order Modification Charge (OMC)					26.21	0.00	
7	MS	ORDER MODIFICATION CHARGE	Order Modification Charge (OMC) [DISCONNECT]					0.00	0.00	
7	MS	ORDER MODIFICATION CHARGE	Order Modification Additional Dispatch Charge (OMCAD)					150.00	0.00	
7	MS	ORDER MODIFICATION CHARGE	Order Modification Additional Dispatch Charge (OMCAD) [DISCONNECT]					0.00	0.00	
5	MS	911 PBX LOCATE	911 PBX Locate Database Capability - Service Establishment per CLEC per End User Account	9PBDC	9PBEU			1,822.00		per CLEC per End User Account
5	MS	911 PBX LOCATE	911 PBX Locate Database Capability - Changes to TN Range or Customer Profile	9PBDC	9PBTN			182.29		
5	MS	911 PBX LOCATE	911 PBX Locate Database Capability - Per Telephone Number (Monthly)	9PBDC	9PBMM		0.07			Telephone Number
5	MS	911 PBX LOCATE	911 PBX Locate Database Capability - Change Company (Service Provider) ID	9PBDC	9PBPC			535.11		
5	MS	911 PBX LOCATE	911 PBX Locate Database Capability - PBX Locate Service Support per CLEC (Monthly)	9PBDC	9PBMR		178.43			CLEC
5	MS	911 PBX LOCATE	911 PBX Locate Database Capability - Service Order Charge	9PBDC	9PBSC			15.75		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	MS	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.							primary End User listing
6	MS	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	MS	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Servuce (DADS)-Monthly Recurring Fee				150.00			
6	MS	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	MS	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	MS	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Minute				1.15			minute
6	MS	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Minute				1.15			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	MS	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per per state per OCN						1,500.00	per state per OCN

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual New - Simple		NRBUQ		NA	$47.95	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual Change - Simple		NRBUO		NA	$46.22	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual Record - Simple		NRBUU		NA	$28.64	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual Disconnect - Simple		NRBUW		NA	$23.98	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual Expedited - Simple		NRMV1		NA	$46.22	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual Customer Not Ready - Simple		NRMV5		NA	$46.22	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual Due Date Change or Cancellation - Simple		NRMV3		NA	$46.22	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic New - Simple		NR9W2		NA	$3.33	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Change - Simple		NR9GG		NA	$3.33	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Record - Simple		NR9GU		NA	$3.33	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Disconnect - Simple		NR9GZ		NA	$3.33	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Expedited - Simple		NRMV7		NA	$3.33	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Customer Not Ready - Simple		NRMV9		NA	$3.33	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Due Date Change or Cancellation - Simple		NRMV8		NA	$3.33	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	PIC Change Charge		NRBL9		NA	$5.00	NA	
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		$0.40	NA	NA	
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		$0.40	NA	NA	
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		$0.15	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call		ZZUO5		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call - credit		ZZUO6		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call		ZZUO8		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call - credit		ZZUO9		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service				$2.00	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Based Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	$5,000.00	NA	per state per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	$1,500.00	NA	per state per OCN
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Initial Load, per listing				$0.0585	NA	NA	per listing
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Update, per listing				$0.0585	NA	NA	per listing
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub Emergency Message Service				$2.10	NA	NA	per listing
6	OK	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	OK	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	OK	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		$0.15	NA	NA	completed automated call
6	OK	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV] and Busy Line Verification/Interrup [BLV/I]) per work second		ZZUO2		$0.03	NA	NA	per work second
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		$0.030	NA	NA	per call
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Based Rate Reference - Initial Load, per state per OCN		NRBDL		NA	$5,000.00	NA	per state per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	$1,500.00	NA	per state per OCN
5	OK	EMERGENCY NUMBER SERVICES	For each DS0 E911 Trunk Terminated				$33.22	$110.00	$110.00	each
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Maintenance of Services & Non-Productive Dispatch charges - Basic Time - per half hour		MVV		NA	$49.48	$23.78	per half hour
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Maintenance of Services & Non-Productive Dispatch charges - Overtime - per half hour		MVV		NA	$62.10	$30.10	per half hour
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Maintenance of Services & Non-Productive Dispatch charges - Premium Time - per half hour		MVV		NA	$74.73	$36.40	per half hour
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Local Exchange Service - Business 1 Party				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Local Exchange Service - Business - Multi-Line Hunting				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling (Mandatory)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory Extended Area Calling Service (EACS) - 1 Party				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory EACS - Hotel/Motel Measured Trunk				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory EACS - Multi-Line Hunting				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory EACS - PBX Trunk				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Auto Redial				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Blocker				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Forwarding				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Forwarding - Busy Line				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Forwarding - Busy Line/Don't Answer				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Forwarding - Don't Answer				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Return				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Trace				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Waiting				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Calling Name				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Calling Number				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - ComCall®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Personalized Ring (1 dependent number)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Personalized Ring (2 dependent numbers - 1st number)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Personalized Ring (2 dependent numbers - 2nd number)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Priority Call				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Remote Access to Call Forwarding				19.80%	19.80%	NA	

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16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Selective Call Forwarding				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Simultaneous Call Forwarding				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Speed Calling 8				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Speed Calling 30				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Three Way Calling				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - DID (First Block of 100 - Category 1)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - DID (First Block of 10 - Category 1)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - DID (Ea. adl. block of 10 after first 10 - Category 1)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - DID (Ea. adl. block of 100 after first 100 - Category 2)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - DID (with Multifrequency)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - DID (with Dual-Tone Multifrequency)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - DID (1st 10 Trunks or access lines)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - DID (11th thru 50th trunk or network access line)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - DID (51st trunk or network access line)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Analog Trunks				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Digital Trunks				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - AIN - Area Wide Networking				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - AIN - Caller Intellidata®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - AIN - Disaster Routing Service				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - AIN - Intelligent Redirectsm				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - AIN - Positive ID				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other Customer Owned Pay Telephone Service				0.00%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Bundled Telecommunications Services (e.g., the Works)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Busy Out Arrangements				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Customer Alerting Enablement				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Grandfathered Services				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Hot Line				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Hunting				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Local Operator Assistance Service				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Night Number associated with Telephone Number				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Night Number associated with a Terminal				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Promotions (Greater than 90 days)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Preferred Number Service				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Telebranch®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - TouchTone				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Voice Dial				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Other - Warm Line				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Data Services - Gigabit Ethernet Metropolitan Area Network (GigaMAN)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Data Services - PBX Trunks				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Data Services - Multi-Service Optical Network (MON)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Data Services - DS3				19.80%	19.80%	NA	

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16	OK	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Circuit Switched Video/Circuit Switched Data				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Select Video Plus®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Digilinesm (ISDN BRI)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Smart Trunksm (ISDN PRI)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - ISDN - SuperTrunk				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - TOLL - IntraLATA MTS				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - TOLL - MaxiMizer 800®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - TOLL - OutWATS				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - TOLL - 800 Service				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans - 1+SAVERsm				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans - 1+SAVER Directsm				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans - Circle Saver				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans - Corridor Optional Saver				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans - Extended Community Saver				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Plexar I®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Plexar II®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Plexar Custom				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Analog Private Lines				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Automated Distribution Services				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Digital Loop Service				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Foreign Exchange Service				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Foreign Serving Office				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Frame Relay				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Group Alerting Services				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MegaLink I®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MegaLink II®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MegaLink III®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MicroLink I®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MicroLink II®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MultiPoint Video				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Service Loop Facility Modification Service				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Local Exchange Service - Life Line and Link Up America Services				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Local Exchange Service - Residence 1 Party				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Local Exchange Service - Residence Measured				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling (Mandatory)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling - Mandatory Extended Area Calling Service (EACS) - 1 Party				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling - Mandatory EACS - One element measured, 1 Party				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Auto Redial				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Blocker				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding - Busy Line				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding - Busy Line/Don't Answer				19.80%	19.80%	NA	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding - Don't Answer				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Return				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Trace				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Waiting				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Calling Name				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Calling Number				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - ComCall®				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Personalized Ring (1 dependent number)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Personalized Ring (2 dependent numbers - 1st number)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Personalized Ring (2 dependent numbers - 2nd number)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Priority Call				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Remote Access to Call Forwarding				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Selective Call Forwarding				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Simultaneous Call Forwarding				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Speed Calling 8				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Three Way Calling				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - ISDN				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - OTHER - Bundled Telecommunications Services (e.g., the Works)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - OTHER - Customer Alerting Enablement				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - OTHER - Grandfathered Services				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - OTHER - Hot Line				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - OTHER - Local Operator Assistance Service				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - OTHER - Promotions (Greater than 90 days)				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - OTHER - Preferred Number Service				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - OTHER - TouchTone				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - OTHER - Voice Dial				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Residence - OTHER - Warm Line				19.80%	19.80%	NA	
16	OK	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.80%	NA	NA	
16	OK	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.80%	NA	NA	
16	OK	OTHER RESALE - OS/DA AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch		NRBDG		NA	$1,800.00	$1,800.00	
16	OK	OTHER RESALE - OS/DA AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per call		ZZUCB		$0.03	NA	NA	
16	OK	OTHER RESALE - OS/DA REFERENCES/RATES	Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	$5,000.00	NA	
16	OK	OTHER RESALE - OS/DA REFERENCES/RATES	Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	$1,500.00	NA	
16	OK	RESALE - DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
16	OK	RESALE - DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Toll - Home 800sm				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Toll - IntraLATA MTS				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - 1+SAVERsm				19.80%	19.80%	NA	

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16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - 1+SAVER Directsm				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Circle Saver				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Corridor Optional Saver				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Extended Community Saver				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - 900/976 Call Restriction				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Access Services				0%	0%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Additional Directory Listings				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Bill Plus				5%	5%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Company Initiated Suspension Service				0%	0%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Connections with Terminal Equipment and Communications Equipment				0%	0%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Consolidated Billing				5%	5%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Construction Charges				0%	0%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Customer Initiated Suspension Service				0%	0%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Exchange Connection Service				0%	0%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Maintenance of Service Charges				0%	0%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Telecommunications Service Priority Systems				0%	0%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Toll Billing Exception				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Toll Restriction				19.80%	19.80%	NA	
16	OK	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Wireless Carrier Interconnection Services				0%	0%	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Billing Information Data (daily usage) per message				$0.003	NA	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Simple conversion charge per billable number				NA	$13.69	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic conversion orders per billable number				NA	$3.33	NA	
7	OK	OPERATIONS SUPPORT SYSTEMS (OSS)	Complex conversion orders per billable number				NA	$69.51	NA	
6	OK	DIRECTORY DELIVERY	Chickasha					$2,076.92		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Oklahoma City					$2,076.92		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Green Country					$2,076.92		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Okmulgee					$2,076.92		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Tulsa Business					$2,076.92		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Tulsa Residence					$2,076.92		Price Per Single Sided Informational Page

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6	OK	DIRECTORY DELIVERY	Bartelsville					$241.17		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Enid					$241.17		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Lawton					$241.17		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Muskogee					$241.17		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Stillwater					$241.17		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Ada					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Altus					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Southeast Oklahoma					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Ardmore					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	N Seminole Area					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Chandler					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Duncan					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Lake Texoma					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Land of Lakes					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Mcalister					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Pauls Valley					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Ponca City					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Sallisaw					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Spiro					$100.80		Price Per Single Sided Informational Page

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6	OK	DIRECTORY DELIVERY	Tahlequah/Westville					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Western Okla. Regional					$100.80		Price Per Single Sided Informational Page
6	OK	DIRECTORY DELIVERY	Woodward					$100.80		Price Per Single Sided Informational Page

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7	WI	OPERATIONS SUPPORT SYSTEM (OSS)	Maintenance of Service Charge	MUJ++, UOB++, UOR++, UB5++, EE7++, UK3++, UK1++, XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++	VRP		NA	$ 71.00	NA	
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call				$ 0.40	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / if applicable, per call				$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC)				$ 0.15	NA	NA	
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load per switch per OCN					$ 1,800.00		
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding Per call				$ 0.03			per call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	$ 800.00	NA	
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00	NA	per switch, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	$ 1,500.00		per switch, per OCN
6	WI	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				$ 0.15	NA	NA	per call
6	WI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV] and Busy Line Verification / Interrupt [BLV/I]), per work second				$ 0.03	NA	NA	per work second
6	WI	OPERATOR CALL PROCESSING	Branding-Other-Initial/Subsequent Load					$ 1,800.00		
6	WI	OPERATOR CALL PROCESSING	per call				$ 0.03			
6	WI	OPERATOR CALL PROCESSING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group					$ 800.00		
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load					$ 5,000.00		
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load					$ 1,500.00		
6	WI	DIRECTORY ASSISTANCE SERVICES	DA Listings - per listing for initial load					$ 0.040	NA	per listing
6	WI	DIRECTORY ASSISTANCE SERVICES	DA Listings - per listing for subsequent updates				$ 0.060		NA	per listing
5	WI	EMERGENCY NUMBER SERVICES	911 Selective Router Interconnection - Digital DS1 Interface				$ 333.02	$ 1,231.58		
5	WI	EMERGENCY NUMBER SERVICES	911 Selective Router Interconnection - Each DSO installed				NA	$ 642.28		
5	WI	EMERGENCY NUMBER SERVICES	911 Selective Router Interconnection - Analog Channel Interface		EVG9X		$ 26.29	$ 737.59		
5	WI	EMERGENCY NUMBER SERVICES	ANI/ALI/SR and Database Management - Per 100 records, rounded up to nearest 100		9S89X		$ 3.75	$ 642.78		
5	WI	EMERGENCY NUMBER SERVICES	ANI/ALI/SR and Database Management - Access Routing File (CD-ROM)				$ 23.39			
5	WI	EMERGENCY NUMBER SERVICES	911 Selective Router Switch Administration - Per Selective Router				$ 6.05	$ 2,318.07		- Per Selective Router
16	WI	RESALE APPLICABLE DISCOUNTS	Local Exchange Service Business 1 Party				17.50%	27.50%		
16	WI	RESALE APPLICABLE DISCOUNTS	Local Exchange Service Business - Measured				17.50%	27.50%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Other Customer Operated Pay Telephone (COPT)				0.00%	27.50%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling Extended Area Service				20.00%	20.00%		

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16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Anonymous Call Rejection				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical ServicesRepeat Dialing (Auto Redial)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical ServicesRepeat Dialing-Per Use (Auto Redial - Usage Sensitive)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Blocker				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical ServicesCall Forwarding				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding - Busy Line				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding - Busy Line/Don't Answer				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding - Don't Answer				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Automatic CallBack (Call Return)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Automatic CallBack-Per Use (Call Return - Usage Sensitive)				25.00%	25.00%		Per Use
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Trace				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Waiting				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Caller ID WithName (Calling Name)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Caller ID (Calling Number)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services MultiRing Service -1 (Personalized Ring - 1 Dependent Number)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Remote Access to Call Forwarding (Grandfathered)				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Selective Call Forwarding				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Multi-Path Call Forwarding (Simultaneous Call Forwarding)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Remote Call Forwarding-Per Feature				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Interstate, Interexchange				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Intrastate				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Interstate, International				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Intrastate, Interexchange				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF to 800				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF Additional				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Speed Calling 8				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Speed Calling 30				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Three Way Calling				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Screening				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Busy Line Transfer				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Alternate Answer				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Message Waiting - Tone				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Easy Call				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Prime Number Service				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services AT&T Wisconsin Privacy Manager				25.00%	25.00%		

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16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Name and Number Delivery Service				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - DID				15.00%	15.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Trunk				17.50%	17.50%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - AIN Area Wide Networking				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - AIN AT&T Wisconsin Switch Alternate Routing (ANSAR)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - AIN AT&T Wisconsin Customer Location Alternate Routing (ACLAR)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Grandfathered Services				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Promotions (Greater than 90 days)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - TouchTone (Business)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - TouchTone (Trunk)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - 900/976 Call Blocking (900/976 Call Restriction)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - 976 (976 Information Delivery Service)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Access Services (See Current Access Tariff)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Additional Directory Listings				15.00%	15.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Carrier Disconnect Service (Company Initiated Suspension Service)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Connection Services				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Premise Services/Line Backer (Maintenance of Service Charges)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Shared Tenant Service				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services Gigabit Ethernet Metropolitan Area Network (GigaMAN)				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services PBX Trunks				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services Multi-Service Optical Network (MON)				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services OCn-PTP				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services ADTS-E				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services DS0				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services DS1				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services DS3				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - ISDN				9.70%	9.70%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Directory Assistance Services				15.00%	15.00%		discount
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Local Operator Assistance Service				15.00%	15.00%		discount
16	WI	DIRECTORY ASSISTANCE SERVICES	Business - Reverse Directory Assistance (RDA)				$ 0.65	NA		
16	WI	DIRECTORY ASSISTANCE SERVICES	Business - National Directory Assistance (NDA), per call				$0.65	NA		per call
16	WI	DIRECTORY ASSISTANCE SERVICES	Business - Business Category Search (BCS), per call				$0.65	NA		per call
16	WI	DIRECTORY ASSISTANCE SERVICES	Business - Directory Assistance Call Completion (DACC), per call				$0.15	NA		per call
16	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Business - Directory Assistance Automated Call Greeting and References Branding - Other - Initial/Subsequent Load, per switch				NA	$1,800.00	$1,800.00	per switch
16	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Business - Directory Assistance Automated Call Greeting and References Branding and Reference/Rate Look Up, per OS/DA call				$0.03	NA	NA	per OS/DA call
16	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group					$ 800.00		
16	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE REATE/REFERENCES	Business - Directory Assistance Automated Call Greeting and References Rate Reference - Initial Load, per state, per OCN				NA	$5,000.00		per state, per OCN

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE REATE/REFERENCES	Business - Directory Assistance Automated Call Greeting and References Rate Reference - Subsequent Load, per state, per OCN				NA	$1,500.00		per state, per OCN
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Toll				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Centrex (Plexar) AT&T Wisconsin Centrex Service ACS				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Centrex (Plexar) AT&T Wisconsin Centrex Network Manager				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Private Line Analog Private Lines				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Private Line Channel Services				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence Local Exchange Service Life Line				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence Local Exchange Service Residence 1 Party				14.50%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence Local Exchange Service Residence Measured				14.50%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling Extended Area Service				17.50%	17.50%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Anonymous Call Rejection				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Repeat Dialing (Auto Redial)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Repeat Dialing - Per Use (Auto Redial - Usage Sensitive)				23.00%	23.00%		Per Use
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Blocker				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Forwarding				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Forwarding - Busy Line				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Forwarding - Busy Line/Don't Answer				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Forwarding - Don't Answer				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Automatic Call-Back (Call Return)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Automatic Call-Back Per Use (Call Return - Usage Sensitive)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Trace				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Waiting				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Caller ID with Name (Calling Name)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Caller ID (Calling Number)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Multi-Ring Service - 1 (Personalized Ring - 1 dependent number)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Remote Access to Call Forwarding (GF)				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF, Interstate, Interexchange				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF, Intrastate				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF, Interstate, International				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF, Intrastate, Interexchange				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF to 800				23.00%	23.00%		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF Additional				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Selective Call Forwarding				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Speed Calling 8				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Three Way Calling				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Screening				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Busy Line Transfer				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Alternate Answer				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Message Waiting - Tone				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Easy Call				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services AT&T Wisconsin Privacy Manager				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Name and Number Delivery Service				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - ISDN				9.70%	9.70%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Directory Assistance Services				15.00%	15.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Local Operator Assistance Service				15.00%	15.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Grandfathered Services				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Promotions (Greater than 90 Days)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - TouchTone				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Home Services Packages				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - 900/976 Call Blocking (900/976 Call Restriction)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - 976 (976 Information Delivery Service)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Access Services (See Current Access Tariff)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Additional Directory Listings				15.00%	15.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Carrier Disconnect Service (Company Initiated Suspension Service)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Connection Services				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Premise Services/Line Backer (Maintenance of Service Charges)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Shared Tenant Service				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Restoral of Service Charge							
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Toll				21.50%	21.50%		
16	WI	RESALE APPLICABLE DISCOUNTS	Electronic Billing Information Data (daily usage) per message				$ 0.000531			per message
16	WI	RESALE APPLICABLE DISCOUNTS	Line Connection Charge Residence							
16	WI	RESALE APPLICABLE DISCOUNTS	Line Connection Charge Business							
16	WI	RESALE APPLICABLE DISCOUNTS	Service Order/Service Request Charge Residence							
16	WI	RESALE APPLICABLE DISCOUNTS	Service Order/Service Request Charge Business							
16	WI	RESALE APPLICABLE DISCOUNTS	Non-Electronic (Manual) Service Order Charge Residence							
16	WI	RESALE APPLICABLE DISCOUNTS	Non-Electronic (Manual) Service Order Charge Business							