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January 9, 2018

The Honorable Jocelyn Boyd
Chief Clerk
Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, South Carolina 29210

Re: Approval of the First Negotiated Amendment to Interconnection Agreement between AT&T South Carolina[1] and Zayo Group, LLC ("CLEC") Pursuant to Sections 251 and 252 of the federal Telecommunications Act of 1996
Docket No. 2013-403-C

Dear Ms. Boyd:

AT&T South Carolina and CLEC respectfully submit for the Commission's approval, pursuant to Section 252(e) of the federal Telecommunications Act of 1996 ("the Act"), the attached amendment to the parties' interconnection agreement. This amendment, which was negotiated pursuant to Sections 251 and 252 of the Act, also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Section 252(e) of the Act charges the Commission with approving or rejecting this amendment within 90 days of its submission. The Commission may only reject the amendment if it finds that: the amendment or any portion of it discriminates against a telecommunications carrier not a party to it; or implementation of the amendment or any portion of it is not consistent with the public interest, convenience and necessity. The parties to the amendment represent that neither of these reasons exists and that the Commission should approve the amendment.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely yours,

Richard T. Howell

Richard T. Howell

RTH/mr
Attachment

cc: James E. McDaniel

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[1] BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina

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AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC 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, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

ZAYO GROUP, LLC

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Signature: eSigned - Liz Rolander

Name: eSigned - Liz Rolander
(Print or Type)

Title: General Counsel
(Print or Type)

Date: 12 Dec 2017

Zayo Group, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 14 Dec 2017

BellSouth Telecommunications, LLC 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, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
CALIFORNIA	2829	4657
GEORGIA	- - -	904F
ILLINOIS	- - -	607F
INDIANA	- - -	941E
KANSAS	- - -	014E
KENTUCKY	- - -	809G
MICHIGAN	- - -	479F
OHIO	- - -	492F
TEXAS	- - -	608F

Description	ACNA Code(s)
ACNA(s)	YOB

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AMENDMENT TO THE AGREEMENT BETWEEN ZAYO GROUP, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC 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, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A; and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al*., WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to* 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next- Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

WHEREAS, the Parties desire to modify certain provisions related to Termination of Agreement After Initial Term Expiration, and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016; and

WHEREAS, the Parties agree to replace the Structure Access Attachment in its entirety.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Interconnection Agreements, Exhibit B – Customer Information Services, Exhibit C – Structure Access and Exhibit D - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Lifeline and Link Up Services

   2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

3. Forbearance

   3.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

4. Termination of Agreement After Initial Term Expiration

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4.1. Sections 8.4.3 and 8.4.5 of the General Terms and Conditions of the Agreement is hereby amended and restated as follows:

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" or Notice of Termination (if served after Expiration), CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE 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-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE 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.

8.4.5 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, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides "Notice of Termination" as provided for in Section 8.4.

5. Customer Information Services (CIS)

5.1. With the exception of 5.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.

5.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit D, to the Agreement.

5.3. Add the following provisions to the Attachment or Appendix for Resale

CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.

CIS.2 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.

CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T 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.

CIS.4 AT&T 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.

CIS.5 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.

CIS.6 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

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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. Structure Access

6.1. The Parties agree to replace Attachment 3, Structure Access, in its entirety with Exhibit C attached hereto; and the Structure Access rates reflected in the Pricing Sheet, attached hereto as Exhibit D, to the Agreement.

7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

10. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment.

11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

13. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

14. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	
BellSouth Telecommunications, LLC 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; Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, and AT&T TEXAS; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	**Zayo Group, LLC**	Interconnection Agreement	**D**
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	**Zayo Group, LLC**	Interconnection Agreement	**D**

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EXHBIT B

ATTACHMENT 06 – OPERATOR SERVICES AND DIRECTORY ASSISTANCE

(f/k/a CUSTOMER INFORMATION SERVICES)

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

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/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE 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-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE 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-21STATE'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 Sheet 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 its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 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 Sheet.

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 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

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2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE 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-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE'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 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) in 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, 411, 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, 411, 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-21STATE'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 OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE 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-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

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-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE 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.

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3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE 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-21STATE 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 Operator Service Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE 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 ASRs 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-21STATE 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-12STATE, 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.

3.4 Operator Services Call Processing and Rates:

3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.

3.5 Directory Assistance Call Processing and Rates:

3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

3.5.2.1 <u>Local Directory Assistance</u> - Consists of providing published name and telephone number.

3.5.2.2 <u>Directory Assistance Call Completion (DACC)</u> - A service in which a local or an intraLATA call to the

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requested number is completed.

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

3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.5 Business Category Search (BCS) - A service whereby callers 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 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE 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-21STATE 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.

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

3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording 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-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

3.6.3 Branding 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 facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.

3.6.5 Where CRR is available and technically feasible, AT&T-21STATE 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.

3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-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 Sheet.

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3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE 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.

3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE 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 Sheet.

4.0 LISTINGS

4.1 General Provisions:

4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

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4.2 Responsibilities of the Parties:

4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

4.2.1.1 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-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

4.2.1.2 Listing Information Confidentiality:

4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

4.2.1.3 Unlisted/Non-Published End Users:

4.2.1.3.1 CLEC will provide to AT&T-21STATE 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 AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE

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ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE'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-21STATE'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.

4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE 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-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE 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-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE 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-21STATE'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 interfiled (interspersed) with AT&T-21STATE'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-21STATE.

4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.

4.2.6 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.

4.2.7 Breach of Contract:

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4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings 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 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-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

4.2.8 General Conditions for Listings:

4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.

4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

5.2 Termination:

5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, 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-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

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EXHIBIT C

ATTACHMENT 03 –
STRUCTURE ACCESS
POLES, CONDUITS, AND RIGHTS-OF-WAY

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21-STATE STRUCTURE ACCESS ATTACHMENT FOR POLES, CONDUITS, AND RIGHTS-OF-WAY

1.0 INTRODUCTION AND SCOPE OF ATTACHMENT

1.1 The purpose of this Attachment is to set forth the basic rates, terms, conditions, and procedures under which Attaching Party shall have access to AT&T's Poles, Ducts, Conduits, and Rights-of-Way. AT&T shall provide Attaching Party with nondiscriminatory access to Poles, Ducts, Conduits, or Rights-of-Way owned or controlled solely by AT&T, or in part by AT&T where it has the right to allow such access, as required under the Pole Attachment Act, 47 U.S.C. § 224, or in the case of reverse preemption by a state, the applicable state law or regulations. This Attachment is intended by the parties to implement, rather than abridge or expand, their respective rights and remedies under federal and state law.

1.2 As used in this Attachment, "Attaching Party" refers to the CLEC (or WSP, as applicable) that is the Party to the Interconnection Agreement ("Agreement") between the Parties. "AT&T" refers to the AT&T Inc. ILECs only; AT&T Inc. is not itself a party to the Agreement or this Attachment.

1.3 Separate tariffs or agreements shall govern Attaching Party's access, if any, to the following facilities which, if allowed, would require special security, technical, and construction arrangements. Access to these facilities is outside the scope of this Attachment:

1.3.1 AT&T's central office vaults and Ducts and Conduits which serve no purpose other than to provide a means of entry to and exit from AT&T's central offices;

1.3.2 Controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and Ducts and Conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

1.3.3 Ducts and Conduits located within buildings owned by AT&T; and

1.3.4 Ducts, Conduits, equipment rooms, and similar spaces located in space leased by AT&T from third party property owners for purposes other than to house cables and other equipment in active service as part of AT&T's network distribution operations.

1.4 No Transfer of Property Rights to Attaching Party. Nothing contained in this Attachment, or any Occupancy Permit subject to this Attachment, shall create or vest (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property owned by the other.

1.5 No Effect on AT&T's Right to Abandon, Convey or Transfer Structure. Nothing contained in this Attachment, or any Occupancy Permit subject to this Attachment, shall in any way affect AT&T's right to abandon, convey, or transfer to any other person or entity AT&T's interest in any of AT&T's Structure. AT&T shall give Attaching Party at least sixty (60) days' written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such Structure is to be conveyed or transferred.

1.5.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Attaching Party. AT&T shall have the right to grant, renew and extend rights and privileges to others not Parties to this Attachment, by contract or otherwise, to use any Structure covered by this Attachment and Attaching Party's rights hereunder.

2.0 DEFINITIONS

2.1 Definitions in general. As used in this Attachment, the terms defined in this section shall have the meanings set forth below in Sections 2.2 to 2.19 except as the context otherwise requires.

2.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, LLC, 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

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d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

2.3 Authorized Contractor. As used in this Attachment the term "Authorized Contractor" is used when referring to any contractor included on a list of contractors provided by AT&T and which, subject to Attaching Party's direction, control and the requirements and policies in each State, performs facilities modification, Make-Ready Surveys, or Make-Ready Work which would ordinarily be performed by AT&T or persons acting on AT&T's behalf. AT&T shall make available and keep up-to-date a reasonably sufficient list of contractors it authorizes to perform Make-Ready Surveys and Make-Ready Work in the communications space on its utility Poles in cases where AT&T has failed to meet the associated deadlines specified in Section 8, with the following exclusions:

2.3.1 Any Make-Ready Work involving the rearrangement or transfer of AT&T facilities on Poles in AT&T wire center areas where AT&T employs members of the International Brotherhood of Electrical Workers System Council T-9 ("IBEW T-9") or Communication Workers of America District 3 ("CWA-3") shall be excluded from the Authorized Contractor Make-Ready Work provision. IBEW T-9 workers are employed by AT&T in portions of Illinois and northern Indiana. CWA-3 workers are employed by AT&T in all AT&T wire centers in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

2.3.2 A person or entity approved as an Authorized Contractor is only an Authorized Contractor with respect to those tasks for which such person or entity has been approved by AT&T and is an Authorized Contractor only in those AT&T construction districts specified by AT&T.

2.3.3 Designation of an Authorized Contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes, nor shall approval of an Authorized Contractor by a single AT&T construction district constitute approval of such Authorized Contractor for the area served by a different AT&T construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an Authorized Contractor shall, for the purposes of that job, be deemed to have been approved by all AT&T construction districts in which the work is to be performed.

2.4 Conduit. The term "Conduit" refers to tubes or structures, usually underground or on bridges, containing one or more Ducts used to enclose cables, wires, and associated transmission equipment. As used in this Attachment, the term "Conduit" refers only to Conduit structures (including Ducts, Manholes and Handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within Conduit structures or (b) central office vaults, controlled environment vaults, and other AT&T structures (such as huts and cabinets) which branch off from or are connected to AT&T's Conduit.

2.5 Conduit System. The term "Conduit System" refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. As used in this Attachment, the term "Conduit System" does not include (a) cables and other telecommunications equipment located within Conduit structures or (b) central office vaults, controlled environment vaults, and other AT&T structures (such as huts and cabinets) which branch off from or are connected to AT&T's Conduit.

2.6 Duct. The term "Duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Attachment, the term "Duct" includes "innerducts" created by subdividing a Duct into smaller channels, but does not include cables and other telecommunications equipment located within such Ducts.

2.7 Handhole. The term "Handhole" refers to a structure similar in function to a Manhole, but which is too small for personnel to enter. As used in this Attachment, the term "Handhole" refers only to Handholes which are part of AT&T's Conduit System, and does not refer to handholes which provide access to buried cables not housed within AT&T Ducts or Conduits. As used in this Attachment, the term "Handhole" refers only to Handhole structures owned or controlled by AT&T and does not include cables and other telecommunications equipment located within Handhole structures.

2.8 Maintenance Duct. The term "Maintenance Duct" generally refers to a full-sized Duct (typically three inches in diameter or larger), and may include an innerduct, for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "Maintenance Duct" does not include Ducts and Conduits extending from an AT&T Manhole to customer premises. When only one usable full-sized Duct remains in a Conduit section, that Duct shall be

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deemed to be the Maintenance Duct. AT&T may elect to reserve an innerduct, in addition to the full-sized Duct, for restoration purposes, dependent on the specific circumstances in a Conduit run. Such reservations shall be communicated, as necessary, when responding to applications for access.

2.9 Make-Ready Survey. The term "Make-Ready Survey" refers to the engineering review by AT&T or, when applicable, an Authorized Contractor of each submitted Application. The review includes, but is not limited to, field review, records review and validation against the standards referenced in Section 6.2.

2.10 Make-Ready Work. The term "Make-Ready Work" refers to all work performed or to be performed to prepare AT&T's Structure and related facilities for the requested occupancy or attachment of Attaching Party's facilities.

2.11 Manhole. The term "Manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in Ducts or Conduits which are parts of AT&T's Conduit System. As used in this Attachment, the term "Manhole" does not include cables and other telecommunications equipment located within Manhole structures.

2.12 Occupancy Permit. The term "Occupancy Permit" refers to a written instrument granting Attaching Party, or Other User, permission to install its facilities on AT&T Structure in accordance with the AT&T-approved design.

2.13 Other User. The term "Other User" refers to an entity, other than Attaching Party, with facilities on or in AT&T Structure to which Attaching Party has obtained access. Other Users may include, but are not limited to, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in AT&T's Structure).

2.14 Overlashing. The term "Overlashing" refers to the practice of placing an additional communications cable by lashing such cable with spinning wire over an existing cable and strand on Poles.

2.15 Pole. The term "Pole" refers to poles which are owned or controlled by AT&T and does not include cables and other telecommunications equipment attached to Pole structures.

2.16 Right(s)-of-Way. The term "Right(s)-of-Way" refers to AT&T-owned or controlled legal rights to pass over or through property owned by another party and used by AT&T for its telecommunications distribution system. For purposes of this Attachment, "Right-of-Way" includes property owned or controlled by AT&T and used by AT&T for its telecommunications distribution facilities. Rights(s)-of-Way (ROW) do not include:

2.16.1 cables and other telecommunications equipment buried or located on such ROW;

2.16.2 public ROW (which are owned by and subject to the control of governmental entities); or

2.16.3 any space which is owned and controlled by a third party property owner and occupied by AT&T with permission from such owner rather than as a matter of legal right.

2.17 Routine Inspections. The term "Routine Inspections" refers to inspections that are planned and scheduled by AT&T, for the purpose of inspecting the facilities of Attaching Party and others, including AT&T, on AT&T Structure.

2.18 Spot Inspections. The term "Spot Inspections" refers to spontaneous inspections done by AT&T, which may be initiated at AT&T's discretion for the purpose of ensuring safety and compliance with AT&T standards on specific Structure.

2.19 Structure. The term "Structure" refers collectively to Poles, Ducts, Conduits and ROW.

3.0 GENERAL PROVISIONS

3.1 Attachment. This Attachment is subject to the terms and conditions of the Parties' underlying Interconnection Agreement ("Agreement"). If there is an irreconcilable conflict between the General Terms and Conditions of the Parties' Agreement or its appendices and attachments and this Attachment, the terms and conditions expressly set forth in this Attachment shall control Attaching Party's access to AT&T's Structure.

3.2 Prior Agreements Superseded. This Attachment supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and AT&T relating to the placement and maintenance of Attaching Party's facilities on and within AT&T's Structure within the applicable State(s).

3.3 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective Pole and Conduit Occupancy Permits granted to Attaching Party shall, on the effective date of this Attachment, be subject to the rates, terms, conditions, and procedures set forth in this Attachment.

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3.4 Responsibilities of Attaching Party. Attaching Party is responsible for the Authorized Contractors or contractors it selects. Subject to State-specific requirements, Authorized Contractors must be utilized to perform any of the following tasks within a specified AT&T construction district, as applicable:

3.4.1 installation of those sections of Attaching Party's Conduits, Ducts, or innerducts, which connect to AT&T's Conduit System;

3.4.2 the engineering analysis required for the Make-Ready Survey when Attaching Party performs a Make-Ready Survey as permitted under Section 8.10;

3.4.3 excavation work in connection with the removal of retired or inactive (dead) cables; or

3.4.4 Make-Ready Work, when Attaching Party performs the Make-Ready Work as permitted under Section 8.10.

3.5 Worker Safety. Attaching Party shall be responsible for ensuring that any employee of Attaching Party, or contractor working on Attaching Party's behalf, has received the training necessary to safely perform any assigned work on, in or near any AT&T Structure. Attaching Party agrees that its facilities attached to AT&T's Structure shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over work practices, including, but not limited to, OSHA.

4.0 CONFIDENTIALITY OF INFORMATION. Except as otherwise provided below, Confidentiality of Information shall be governed by the GT&Cs of the Agreement.

4.1 Information Provided by Attaching Party to AT&T and by AT&T to Attaching Party. Except as otherwise specifically provided in this Attachment, all company-specific and customer-specific information submitted by Attaching Party ("Disclosing Party") to AT&T ("Receiving Party") and by AT&T ("Disclosing Party") to Attaching Party ("Receiving Party") in connection with this Attachment (including but not limited to information submitted in connection with Attaching Party's Applications for Occupancy Permit and AT&T's responses) shall be deemed to be "confidential" or "proprietary" information of Disclosing Party and shall be subject to the terms set forth in this section. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for review of records or its inquiry about AT&T facilities and AT&T's responses. This section does not limit the use by AT&T of aggregate information relating to the occupancy and use of AT&T's Structure by firms other than AT&T (that is, information submitted by Attaching Party and aggregated by AT&T in a manner that does not directly or indirectly identify Attaching Party).

4.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to AT&T in connection with this Attachment shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 4.3-4.6.

4.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 4.1 and 4.2 above, AT&T and persons acting on AT&T's behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:

4.3.1 posting information, as necessary, to AT&T's outside plant records;

4.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T's Structure and any AT&T facilities located on, within, or in the vicinity of such Structure;

4.3.3 performing AT&T's obligations under this Attachment and similar agreements with third parties;

4.3.4 determining which of AT&T's Structure are (or may in the future be) available for AT&T's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T's Structure;

4.3.5 preparing cost studies;

4.3.6 responding to regulatory requests for information;

4.3.7 maintaining AT&T's financial accounting records; and

4.3.8 complying with other legal requirements relating to Structure.

4.4 Defense of Claims. In the event of a dispute between AT&T and any person or entity, including Attaching Party, concerning AT&T's performance of this Attachment, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, or compliance with other federal, state, or local laws, regulations,

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commission orders, and the like, AT&T may utilize confidential or proprietary information submitted by Attaching Party in connection with this Attachment as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T's option:

4.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;

4.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

4.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

4.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this section shall be construed as precluding AT&T from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T's option:

4.5.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;

4.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

4.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

4.6 Remedies. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this section by the Receiving Party and that the Disclosing Party shall be entitled to specific performance as a remedy for any such breach, including, but not limited to injunctive relief. Such remedy shall not be deemed to be the exclusive remedy for any such breach but shall be in addition to all other remedies available at law or equity to the Disclosing Party.

5.0 ACCESS TO RIGHTS-OF-WAY

5.1 To the extent AT&T has the authority to do so, AT&T grants Attaching Party a right to use any ROW for AT&T Poles, Ducts, or Conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on AT&T's Poles, Ducts or Conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, ROW, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the AT&T Pole, Duct or Conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, ROW, license, permit, permission, certification, or franchise within thirty (30) days of request by AT&T. AT&T does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

5.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither Party shall restrict or interfere with the other Party's access to or right to occupy property, owned by third parties, which is not subject to the other Party's control, including property as to which either Party has access subject to non-exclusive ROW. Each Party shall make its own, independent legal assessment of its right to enter upon or use the property of third party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

5.3 Access to Rights-of-Way Generally. At locations where AT&T has access to third party property pursuant to non-exclusive ROW, AT&T shall not interfere with Attaching Party's negotiations with third party property owners for similar access; nor with Attaching Party's access to such property pursuant to easements or other ROW obtained by Attaching Party from the property owner. At locations where AT&T has obtained exclusive ROW from third party property owners or otherwise controls the ROW, AT&T shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits AT&T to provide such access, and provided further that if AT&T has available space that it shares with Attaching Party in such ROW or easements (*e.g.*, for cabinets placed on or

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underground), AT&T shall include Attaching Party's pro rata portion of the charges, if any, paid by AT&T to obtain such ROW or easements, plus any other documented legal, administrative, and engineering costs incurred by AT&T in obtaining such ROW or easements and processing Attaching Party's requests for such access.

5.4 Third Party Property Owners. Occupancy Permits granted under this Attachment authorize Attaching Party to place facilities in, or attach facilities to Structure owned or controlled by AT&T but do not affect the rights of landowners to control terms and conditions of access to their property.

5.4.1 Attaching Party agrees that neither Attaching Party nor any persons acting on Attaching Party's behalf, including but not limited to Attaching Party's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T's Structure, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Attaching Party's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Attaching Party's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

5.5 No Effect on Either Party's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with either Party's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or Occupancy Permits issued hereunder or by the applicable laws, rules or regulations:

5.5.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within or attached to AT&T's Structure at any time and in any reasonable manner which it deems appropriate to serve its end users, avail itself of new business opportunities, or otherwise meet its business needs; or

5.5.2 For AT&T to enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in AT&T's Structure; provided, however, that any relocations, moves, replacements, modifications, maintenance and operations or new attachments or arrangements shall not substantially interfere with Attaching Party's attachment authorized by Occupancy Permits issued pursuant to this Attachment.

5.6 No Right to Interfere with Facilities of Others. The provisions of this Attachment or any Occupancy Permit issued hereunder shall not be construed as authorizing either Party to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment or any Occupancy Permit issued hereunder or by applicable laws, rules or regulations.

5.7 Attaching Party acknowledges that the facilities of persons or entities other than AT&T and Attaching Party may be attached to or occupy AT&T's Structure.

5.8 With respect to the Structure occupied by Attaching Party or the subject of an application for attachment by Attaching Party, AT&T will give to Attaching Party sixty (60) calendar days' written notice for Conduit extensions or reinforcements, Pole line extensions, Pole replacements, or of AT&T's intention not to maintain or use any existing Pole(s) or Conduit.

5.9 Where AT&T elects to abandon Structure on or within which other entities have facilities, the affected Structure will be offered to existing occupants on a first-in, first-right to maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate agreement with AT&T to purchase and transfer ownership from AT&T to that existing occupant, subject to then-existing Occupancy Permits of Other User(s) pertaining to such Structure. If none of the existing occupants elects to maintain such Structure, all occupants will be required to remove their existing facilities within ninety (90) calendar days of written notice from AT&T.

5.10 If an emergency or provisions of an applicable joint use agreement require AT&T to construct, reconstruct, expand or replace Poles, Conduits or Ducts owned or controlled by AT&T and either occupied by Attaching Party or the subject of an application for attachment by Attaching Party, AT&T will notify Attaching Party as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Attaching Party, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated facility need of Attaching Party.

6.0 SPECIFICATIONS

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6.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to AT&T's Poles or occupying space in AT&T's Ducts, Conduits, and ROW shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified or referenced in this Attachment.

6.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

6.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-1421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

6.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

6.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

6.2.4 the AT&T Structure Access Guidelines; and

6.2.5 California Public Utility Commission's General Orders 95 and 128 for attachments to AT&T Structure that exist in the State of California.

6.3 Requirements Relating to Personnel and Construction Procedures Generally:

6.3.1 Duct clearing, rodding or modifications required to grant Attaching Party access to AT&T's Conduit System may be performed by AT&T at Attaching Party's expense at charges which represent AT&T's actual costs. Alternatively (at Attaching Party's option), such work may be performed by an Authorized Contractor. The Parties acknowledge that Attaching Party, its contractors, and other persons acting on Attaching Party's behalf will perform work for Attaching Party within AT&T's Conduit System. Attaching Party represents and warrants that neither Attaching Party nor any person acting on Attaching Party's behalf shall permit any person to climb or work on any of AT&T's Poles or to enter AT&T's Manholes or work within AT&T's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Poles or the Conduit System and to perform the work safely.

6.3.2 Rodding or clearing of Ducts in AT&T's Conduit System shall be done only when specific authorization for such work has been obtained in advance from AT&T. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Attaching Party may contract with AT&T for performance of such work or, at Attaching Party's option, with an Authorized Contractor.

6.3.3 Personnel performing work on AT&T's or Attaching Party's behalf in AT&T's Conduit System shall not climb on, step on, or otherwise disturb the other Party's or any Other User's cables, air pipes, equipment, or other facilities located in any Manhole or other part of AT&T's Conduit System.

6.3.4 All of Attaching Party's facilities shall be firmly secured and supported in accordance with industry standards as referred to in Section 6.2 above.

6.3.5 Artificial lighting, when required, will be provided by Attaching Party. Only explosion-proof lighting fixtures shall be used.

6.3.6 Upon request and at Attaching Party's expense, AT&T shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. AT&T retains salvage rights on any cable removed. In order to safeguard its Structure and facilities, AT&T reserves the right to remove retired cables and is under no obligation to allow Attaching Party the right to remove such cables. Notwithstanding anything to the contrary in this Attachment or in any other agreement, based on sound engineering judgment and at AT&T's sole discretion, there may be situations where it would neither be feasible nor practical to remove retired cables, in which case they shall not be removed.

6.4 Additional Electrical Design Specifications. Attaching Party agrees that, in addition to specifications and requirements referred to in Section 6.2 above, Attaching Party's facilities placed in AT&T's Conduit System shall meet all of the following electrical design specifications:

6.4.1 No facility shall be placed in AT&T's Conduit System in violation of FCC regulations.

6.4.2 Attaching Party's facilities carrying more than 50 volts AC root mean square (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

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6.4.3 No coaxial cable of Attaching Party shall occupy a Conduit System containing AT&T's cable unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.

6.4.4 Attaching Party's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half (1/2) ampere and where such cable has two (2) separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

6.4.5 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new facilities shall be compatible with the other Party's facilities so as not to damage any facilities of the other Party by corrosion or other chemical reaction.

6.5 Additional Physical Design Specifications. Attaching Party's facilities placed in AT&T's Conduit System must meet all of the following physical design specifications:

6.5.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T's Conduit or Ducts.

6.5.2 The integrity of AT&T's Conduit System and overall safety of AT&T's personnel and other personnel working in AT&T's Conduit System requires that dielectric cable be placed when Attaching Party's cable utilizes an alternative Duct or route that is shared in the same trench by any current-carrying facility of a power utility.

6.5.3 New construction splices in Attaching Party's fiber optic and twisted pair cables may be located in AT&T's Manholes or Handholes only when, in AT&T's sole judgment, (a) there is sufficient space available; and (b) placing splice cases outside of AT&T's Manholes or Handholes is unreasonable in light of the cost and feasibility. In those cases, AT&T may, in its sole discretion, permit Attaching Party to place new construction splices in AT&T's Conduit System at a location to be determined by AT&T. In no event are any splice points allowed in AT&T's Conduit or Ducts.

6.5.4 Attaching Party will be permitted to connect its Conduit or Duct only at an AT&T Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Attaching Party facilities will be performed by Attaching Party or its contractor at Attaching Party's expense. In no event shall Attaching Party or its contractor "core bore" or make any other modification to AT&T Manhole(s) without the prior written approval of AT&T.

6.5.5 If Attaching Party constructs or utilizes a Duct connected to AT&T's Manhole, the Duct and all connections between that Duct and AT&T's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T's Conduit System. If Attaching Party's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T's Conduit System.

6.6 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T's Manholes and access to AT&T's Conduit System. The opening of AT&T's Manholes shall only be permitted after notification by Attaching Party and the subsequent approval by AT&T's authorized employee or agent, which approval shall not be unreasonably delayed or withheld.

6.6.1 Attaching Party will notify AT&T not less than five (5) business days in advance before entering AT&T's Conduit System to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the Parties. The notice shall state the general nature of the work to be performed.

6.6.2 An authorized employee or representative of AT&T may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within AT&T's Conduit System. Attaching Party must notify AT&T when Attaching Party has completed such work in the Conduit System. If AT&T is not available when Attaching Party notifies AT&T of completion of the facility installation in AT&T's Conduit System, then AT&T will perform a post-construction inspection as described in Section 15.1. Attaching Party shall reimburse AT&T for costs associated with the presence of AT&T's authorized employee or representative.

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6.6.3 Each Party, when desiring to enter Manholes, must obtain any necessary authorization from the appropriate authorities prior to opening Manholes. Additionally, each Party is responsible, as the Party desiring entry, to comply with all applicable laws, regulations, and safety requirements including, but not limited to, traffic control, warning devices, and Manhole purging and venting.

6.7 Compliance with Environmental Laws and Regulations. AT&T makes no representations to Attaching Party or personnel performing work on Attaching Party's behalf that AT&T's Structure or any specific portions thereof will be free from environmental contaminants at any particular time. Attaching Party agrees to establish appropriate procedures and controls to assure compliance with all applicable environmental laws and regulations including, but not limited to:

6.7.1 Attaching Party acknowledges that some of AT&T's Conduit was fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit", "Transite", or "Johns-Manville". Until proven otherwise, Attaching Party will presume that all Conduits not fabricated of plastic, tile, or wood are asbestos-containing and will handle pursuant to all applicable regulations relating to worker safety and protection of the environment.

6.7.2 Attaching Party's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq*), the Toxic Substance Control Act (15 U.S.C. §§ 2601 *et seq*), the Clean Water Act (33 U.S.C. §§ 1251 *et seq*), and the Safe Drinking Water Act (42 U.S.C. §§ 300f- 300j).

6.7.3 All persons acting on Attaching Party's behalf, including but not limited to Attaching Party's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of AT&T's Structure, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

6.7.4 Neither Attaching Party nor personnel performing work on Attaching Party's behalf shall discharge water or any other substance from any AT&T Manhole or other part of the Conduit System onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with industry standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on AT&T premises for storage or disposal.

6.8 Compliance with Other Governmental Requirements. Attaching Party agrees that its facilities attached to AT&T's Structure shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Attaching Party shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Attaching Party shall establish appropriate procedures and controls to assure such compliance by all persons acting on Attaching Party's behalf, including but not limited to, Attaching Party's employees, agents, contractors, and subcontractors.

7.0 ACCESS TO RECORDS

7.1 AT&T will, upon request and at the expense of the Attaching Party, provide Attaching Party electronic copies of redacted records relating to the location of AT&T's Structure. Upon request, AT&T will meet with the Attaching Party to clarify matters relating to records or additional information, such as capacity or utilization. AT&T does not warrant the accuracy or completeness of information on any maps or records.

7.2 Records and information are and remain the proprietary property of AT&T, are provided for the Attaching Party's review solely for enabling the Attaching Party to obtain access to AT&T's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

7.3 AT&T may provide for viewing only, if available, information currently on AT&T's records regarding:

7.3.1 the street addresses for Manholes and Poles as shown on AT&T's records;

7.3.2 the footage between Manholes or lateral Ducts' lengths, as shown on AT&T's records;

7.3.3 the footage between Poles, if shown on AT&T's records;

7.3.4 the total capacity of the Structure, as available on AT&T's records; and/or

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7.3.5 the existing utilization of the Structure, as depicted on AT&T's records.

7.4 AT&T will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by AT&T.

7.5 Charges associated with record preparation, viewing and assistance will be on a time, including all applicable overheads, and material basis. The charges estimated by AT&T shall be payable prior to Attaching Party receiving the records. If such records review is not in conjunction with a specific Application, subsequent to Attaching Party viewing records, AT&T shall true up the estimate, as compared to actual costs, and issue either a refund or additional invoice to Attaching Party.

8.0 APPLICATIONS, SURVEYS, ESTIMATES, AND MAKE-READY

8.1 Occupancy Permits Required. Attaching Party shall apply in writing for, and receive, an Occupancy Permit before attaching facilities to specified AT&T Poles or placing facilities within specified AT&T Ducts, Conduits, or ROW.

8.2 Structure Access Request Form ("Application"). To apply for an Occupancy Permit under this Attachment, Attaching Party shall submit to AT&T the appropriate AT&T Application. Attaching Party shall provide sufficient information to locate the proposed Structure and identify/describe the physical characteristics (size, dimensions, and weight) of its facilities to be attached to AT&T's Poles or placed in AT&T's Conduit System, so that AT&T can perform the Make-Ready Survey. Attaching Party shall promptly withdraw its Application if, at any time prior to the forty-fifth (45th) day after submission, it has determined that it no longer seeks access to specific AT&T Structure. Attaching Party shall still be responsible for all expenses incurred by AT&T relative to the specific Application.

8.3 Cooperation in the Application Process. The orderly processing of Applications submitted by Attaching Party and other parties seeking access to AT&T's Structure requires good faith cooperation and coordination between AT&T's personnel and personnel acting on behalf of Attaching Party and other parties seeking access. The Parties therefore agree to the following procedures which shall remain in effect during the term of this Attachment unless earlier modified by mutual agreement of the Parties.

8.3.1 Before submitting a formal written Application for access to AT&T's Structure, Attaching Party shall make a good faith determination that it actually plans to attach facilities to or place facilities within the Poles, Ducts, Conduits, or ROW specified in the Application. Applications shall not be submitted for the purpose of holding or reserving space which Attaching Party does not plan to use or for the purpose of precluding AT&T or any other eligible entity from using such AT&T Structure.

8.3.2 No more than twenty (20) Manholes shall be the subject of any single Conduit Occupancy Permit Application. Although timelines in this Section 8 shall not apply to Conduit access requests, AT&T shall endeavor to process all Conduit occupancy requests, including any associated Make-Ready Work, as quickly as practical.

8.3.3 Each Application shall designate an employee as Attaching Party's single point of contact for any and all purposes of that Application under this Section, including, but not limited to, processing Occupancy Permits and providing records and information. Attaching Party may at any time designate a new point of contact by giving written notice of such change while the Application is open.

8.3.4 All Applications, including those submitted by third parties, will be processed on a first-come, first-served basis.

8.3.5 When Attaching Party has multiple Applications on file with AT&T, Attaching Party may identify specific Application(s) to be prioritized. However, prioritizing any Application(s) will result in the tolling of the clock for all Applications submitted prior to the prioritized Application(s). Upon completion of the prioritized Application's Survey and/or Make-Ready Work, the timeline will resume for the Applications submitted prior to the prioritized Application(s).

8.3.6 If Attaching Party desires to modify an Application after AT&T has acknowledged it as complete, such Application must be cancelled, and Attaching Party must submit a new updated Application. The new Application will consequently fall in line, as referenced in Section 8.3.4 above, based on the acknowledgement date of the new complete Application.

8.4 Make-Ready Survey ("Survey"). Upon receipt of a complete Application, which includes Attaching Party's payment of the estimated Survey costs, AT&T shall schedule the Survey, which shall be completed by AT&T with a response to

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Attaching Party within forty-five (45) days. In the case of large requests, as defined in Section 8.8.2, AT&T shall respond within sixty (60) days. The primary purposes of the Survey will be to enable AT&T to:

8.4.1 determine whether and where attachment is feasible based on capacity, safety, reliability, and generally applicable engineering purposes;

8.4.2 confirm or determine the modifications, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, necessary to accommodate Attaching Party's attachment of facilities to AT&T Structure;

8.4.3 plan and engineer the facilities modification, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, required to prepare AT&T's Structure, and associated facilities for Attaching Party's proposed attachments or occupancy;

8.4.4 if applicable, identify the owner of the Pole; and

8.4.5 respond to Attaching Party within the required timeframe with the preceding information.

8.5 Selection of Space. AT&T will select, or approve the Attaching Party's selection of, the space Attaching Party will occupy on AT&T's Poles or in AT&T's Conduit Systems. Such an assignment by AT&T, which includes any modifications to Attaching Party's design by AT&T, shall constitute an approval of the associated Application. Maintenance Ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Attachment. Where required by law or franchise agreement, Ducts and attachment space on Poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other Ducts, innerducts, space on Poles or space in ROW, which are not assigned or occupied, shall be deemed available for use by AT&T, Attaching Party, and other parties entitled to access under applicable law.

8.5.1 AT&T will assign the approved Pole, Duct, or Conduit space to Attaching Party for a pre-occupancy period not to exceed twelve (12) months, with the following exception:

8.5.1.1 State of California. The Pole, Duct, or Conduit space selected and/or approved by AT&T in such Application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months as detailed by the California Public Utility Commission.

8.5.2 If the Attaching Party does not occupy the assigned space within the twelve (12) or nine (9) month period, the assignment will lapse and the space will considered available for use by AT&T or Other User. Prior to the expiration of the twelve (12) or nine (9) month period, the Attaching Party may submit a request for an extension of time based on a thorough explanation of delays outside the Attaching Party's control. AT&T shall carefully consider the circumstances of any specific request and will not unreasonably withhold or deny an extension.

8.5.3 AT&T may assign space to itself by making appropriate entries in the same records used to log space assignments to Attaching Party and Other Users. If AT&T assigns Pole, Duct, or Conduit space to itself, such assignment will automatically lapse twelve (12) months (nine (9) months in California) after the date the assignment has been entered into the appropriate AT&T record, if AT&T has not occupied such assigned space within such twelve (12) or nine (9) month period. Prior to the expiration of the twelve (12) or nine (9) month period, AT&T may apply an extension when delays outside of its control preclude its ability to occupy the assigned space within such timeframe.

8.5.4 The Attaching Party's obligation to pay Pole attachment or Conduit occupancy fees will commence on the date the space assignment is made by AT&T to the Attaching Party.

8.6 Estimate and Acceptance of Estimate. AT&T shall present to Attaching Party, within fourteen (14) days of providing the response required by Section 8.4, an estimate of charges directly associated with performing all necessary Make-Ready Work identified during the Survey and involving AT&T-owned facilities (i.e. Pole replacements and subsequent transfer of AT&T-owned cable or AT&T cable rearrangements). In situations where Attaching Party utilizes an Authorized Contractor to perform the Survey, AT&T will provide this estimate within fourteen (14) days after AT&T has received such Survey result.

8.6.1 In addition, AT&T shall provide a description of Make-Ready Work required of Other Users to accommodate Attaching Party's proposed attachment(s). Attaching Party shall be responsible for negotiating with Other Users the cost for such Make-Ready Work and subsequent payment by Attaching Party, as identified in Section 8.7.3.

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8.6.2 AT&T may withdraw an outstanding estimate of charges to perform Make-Ready Work beginning fourteen (14) days after the estimate is presented. If Attaching Party does not pay estimate of charges within forty-five (45) calendar days after it is presented, AT&T reserves the right to cancel the Application.

8.6.3 Attaching Party may accept a valid estimate and make payment any time after receipt of an estimate but before the estimate is withdrawn.

8.6.4 Survey Billing - no Make-Ready: Immediately following completion of the Survey, AT&T shall true up the billing for costs associated with an Application by comparing estimated to actual costs, and issue either an invoice for the additional costs or refund for the overpayment. In this case, AT&T shall issue the associated Occupancy Permit upon completion of the Survey.

8.6.5 Survey Billing with Make-Ready: The true-up of estimated to actual Survey costs shall occur upon completion of Make-Ready Work by AT&T and shall be incorporated with the true-up of estimated to actual Make-Ready Work costs.

8.7 Make-Ready Work. Upon receipt of payment(s) specified in Section 8.6, AT&T shall notify immediately and in writing Attaching Party and all known Other Users that may be affected by the Make-Ready Work required for Attaching Party's attachment(s).

8.7.1 The notice shall:

8.7.1.1 Specify the location and type of Make-Ready Work to be performed;

8.7.1.2 For Pole attachments in the communications space, set a date for completion of Make-Ready Work no later than sixty (60) days after notification is sent (or one hundred five (105) days in the case of larger orders as specified in Section 8.8);

8.7.1.3 For Pole attachments above the communications space, set a date for completion of Make-Ready Work no later than ninety (90) days after notification is sent (or one hundred thirty-five (135) days in the case of larger orders as specified in Section 8.8)

8.7.1.4 State that any entity with an existing attachment may modify the attachment consistent with the specified Make-Ready Work before the date set for completion;

8.7.1.5 For Pole attachments, state that AT&T may assert its right to fifteen (15) additional days to complete Make-Ready Work should any Other User(s) fail to complete within the prescribed timeframe;

8.7.1.6 For Pole attachments in the communications space, state that if Make-Ready Work is not completed by the completion date set by AT&T, Attaching Party may utilize an Authorized Contractor to complete the specified Make-Ready Work;

8.7.1.7 For Conduit and Ducts, set a date for completion of Make-Ready Work based upon the amount and complexity of work required; and

8.7.1.8 State the name, telephone number, and e-mail address of a person to contact for more information about the Make-Ready Work procedure.

8.7.2 Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T's specifications and in accordance with the same standards and practices followed by AT&T or AT&T's contractors. Any proposed deviations from the Make-Ready Work design provided by AT&T must be approved and authorized in writing by AT&T prior to implementation. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T's Structure or interferes with any existing use of AT&T's facilities or the facilities of any Other User.

8.7.2.1 If Make-Ready Work is completed by Attaching Party or its Authorized Contractor, Attaching Party shall notify AT&T upon completion.

8.7.3 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. While AT&T shall be responsible for notifying Other Users pursuant to this section, Attaching Party shall make arrangements with Other Users regarding reimbursement for any expenses incurred by Other Users in transferring or rearranging Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in AT&T's Structure.

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8.7.4 True-Up of Estimated to Actual Costs for AT&T Facility Make-Ready. Upon completion of Make-Ready Work, AT&T shall true up the estimated costs for all aspects of the associated Application and issue either an invoice for the additional costs or refund for the overpayment.

8.8 Timelines. The following timelines shall apply:

8.8.1 AT&T shall apply the timeline described in Sections 8.4, 8.6, and 8.7 to all requests for Pole attachment up to the lesser of 300 Poles or 0.5 percent of AT&T's Poles in a State within the current thirty (30) day period.

8.8.2 AT&T may add fifteen (15) days to the Survey period described in Section 8.4 and forty-five (45) days to the Make-Ready Work period described in Section 8.7 for requests larger than the limits described in Section 8.8.1 and smaller than the lesser of 3,000 Poles or five (5) percent of AT&T's Poles in a State.

8.8.3 AT&T shall negotiate in good faith the timing when the requests for Pole attachment exceed the lesser of 3,000 Poles or five (5) percent of AT&T's Poles in a State.

8.8.4 AT&T may aggregate the number of Poles on multiple requests from Attaching Party as if all are part of a single request for the purposes of establishing the proper timeline for all active requests.

8.8.5 In the State of California only: Make-Ready Work performed by AT&T must be completed within thirty (30) business days of receipt of advance payment from the Attaching Party, provided that such a timeframe is not inconsistent with applicable legal, safety and reliability requirements. For all requests with more than 500 Poles or 5 miles of Conduit, the timeline for requests for information, as well as Surveys and Make-Ready Work completed by AT&T, shall be negotiated by the Parties in order to establish a mutually satisfactory timeframe.

8.9 Deviation by AT&T. AT&T may deviate from the time limits specified in this Section 8:

8.9.1 Before offering an estimate of charges, if the Parties have no agreement specifying the rates, terms, and conditions of attachment.

8.9.2 During performance of Make-Ready Work for good and sufficient cause that renders it infeasible for AT&T to complete the Make-Ready Work within the prescribed timeframe. If so, AT&T shall immediately notify, in writing, Attaching Party and other affected entities with existing attachments on the affected Poles, and shall include the reason for and date and duration of the deviation. AT&T shall deviate from the time limits specified in this Section 8 for a period no longer than necessary and shall resume Make-Ready Work performance without discrimination when it returns to routine operations.

8.10 Deviation by Attaching Party. Allowable deviations by Attaching Party with respect to this Section 8:

8.10.1 If AT&T fails to respond as specified in Section 8.4, Attaching Party may hire an Authorized Contractor to complete the Survey. Attaching Party shall provide AT&T the results of the Survey in order for AT&T to approve the Application and provide an estimate.

8.10.2 When Make-Ready Work is not complete by the date specified by Section 8.7.1.2 and is not excluded from the Authorized Contractor process under Section 2.3.1, Attaching Party may hire an Authorized Contractor to complete such Make-Ready Work.

8.10.3 When Make-Ready Work is not complete by the date specified by Section 8.7.1.2 and is excluded from the Authorized Contractor process under Section 2.3.1, AT&T and Attaching Party will work together to reach an equitable solution for both Parties.

8.10.4 If Attaching Party hires an Authorized Contractor for purposes specified in this section, it shall choose from among AT&T's list of Authorized Contractors. If Attaching Party hires an Authorized Contractor for Survey or Make-Ready Work, it shall provide AT&T with a reasonable opportunity for an AT&T representative to accompany and consult with the Authorized Contractor and Attaching Party.

8.11 Occupancy Permit and Attachment. After all required Make-Ready Work is completed, notification by Attaching Party, as required under Section 8.7.2.1, AT&T will issue an Occupancy Permit confirming that Attaching Party may attach specified facilities to AT&T's Structure. Alternatively, in the absence of any Make-Ready Work requirements, the Occupancy Permit shall be issued upon approval of the Application.

8.12 Except as expressly stated to the contrary in individual Occupancy Permits issued hereunder, each Occupancy Permit issued pursuant to this Attachment shall incorporate all terms and conditions of this Attachment, whether or not such terms or conditions are expressly incorporated by reference on the face of the Occupancy Permit itself.

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9.0 ADDITIONAL CAPACITY

9.1 Reimbursement for the Creation of Additional Capacity. If Attaching Party utilizes space or capacity on any AT&T Structure that was created by a modification paid for by AT&T or Other User after February of 1996 and such modification rendered possible Attaching Party's attachment, Attaching Party shall pay its pro-rata share of the modification to the party or parties that paid for the modification when requested by AT&T or Other User. Such pro-rata share shall be calculated at the depreciated value of the Structure that was modified, provided that AT&T or the Other User that shared in the cost of such modification has records detailing the cost of the modification and the current depreciated value of the Structure created by the modification.

9.2 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of Make-Ready Work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AT&T for the use of such additional capacity. If AT&T utilizes additional space or capacity created at Attaching Party's expense, AT&T will reimburse Attaching Party on a pro-rata basis for AT&T's share, if any, of Attaching Party's capacity expansion at the depreciated value of the Structure that was modified, to the extent reimbursement is required by applicable rules, regulations, and commission orders. In order to potentially qualify for such reimbursement, Attaching Party must provide records detailing the costs of the additional capacity, calculated in a way that is reasonable in light of the full costs of the Make-Ready Work. AT&T shall not be required to collect or remit any such amounts to Attaching Party to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

10.0 CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

10.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be solely responsible for the actual attachment of its facilities to AT&T's Poles and/or the placement of such facilities in AT&T's Ducts, Conduits, and ROW and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

10.2 Construction Schedule. After the issuance of an Occupancy Permit, Attaching Party shall provide AT&T with a construction schedule and thereafter keep AT&T informed of anticipated changes in the construction schedule.

10.3 Attachment Position. The approved Application shall specify the point of attachment at each Pole to be occupied by Attaching Party's facilities, and such Attaching Party's facilities shall be attached above AT&T's facilities. When the facilities of more than one applicant are involved, AT&T will attempt, to the extent practicable, to designate the same relative position on each Pole for each applicant's facilities.

10.4 AT&T will evaluate and approve in its sole discretion, on an individual case basis, the location of certain Pole-mounted equipment, such as cabinets, amplifiers and wireless equipment including, but not limited to, antennas. The approval and location of such attachments are dependent upon factors including, but not limited to, climbing space requirements and the types of existing attachments.

10.5 In the event that Attaching Party proposes to deviate from the installation design provided or approved by AT&T during the Application process, any such proposed deviations must be approved and authorized in writing by AT&T prior to implementation.

10.6 Completion of Attaching Party Construction. For each Attaching Party attachment to or in AT&T's Structure, Attaching Party will provide to AT&T a notice indicating the completion of construction in accordance with the AT&T-approved Application within twenty (20) calendar days of Attaching Party construction complete date.

11.0 USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

11.1 Routine Maintenance of Attaching Party's Facilities. Each Occupancy Permit subject to this Attachment authorizes Attaching Party to engage in routine maintenance of facilities located on or within AT&T's Structure. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner, which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's Occupancy Permit. Notwithstanding the foregoing, Attaching Party may Overlash its facilities in accordance with applicable safety specifications, as necessary, without approval from, but with notice to, AT&T.

11.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance Ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed thirty (30) days) non-emergency maintenance or repair activities by any entity with facilities in the Conduit section in which the Maintenance Duct is located; provided, however,

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that use of the Maintenance Duct for non-emergency maintenance and repair activities must be scheduled by AT&T. A person or entity using the Maintenance Duct for non-emergency maintenance or repair activities shall immediately notify AT&T of such use and must either vacate the Maintenance Duct within thirty (30) days or, with AT&T's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement Maintenance Duct (or, if the designated Maintenance Duct was an innerduct, a suitable replacement innerduct) is available for use by all occupants in the Conduit section within thirty (30) days after such person or entity occupies the Maintenance Duct. Cables temporarily placed in the Maintenance Duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies, which may occur while the Maintenance Duct is occupied.

11.3 Attaching Party shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Attachment) and all Occupancy Permits issued hereunder. Attaching Party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Attaching Party's facilities and for directing the activities of all persons acting on Attaching Party's behalf while they are physically present on or in AT&T's Structure or in the immediate vicinity of AT&T Structure.

11.4 Identification of Personnel Authorized to Have Access to Attaching Party's Facilities. All personnel authorized to have access to Attaching Party's facilities shall, while working on or in AT&T Structure or in the vicinity of AT&T Structure, carry with them suitable identification and produce such identification upon the request of any AT&T employee or person acting on AT&T's behalf.

12.0 MODIFICATION OF ATTACHING PARTY'S FACILITIES

12.1 Notification of Planned Modifications. Attaching Party shall notify AT&T in writing at least sixty (60) days prior to adding to, relocating, replacing or otherwise modifying its facilities already attached to an AT&T Structure. The notice shall contain sufficient information to enable AT&T to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present Occupancy Permit or requires a new or amended Occupancy Permit.

12.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities of the same or lesser weight, occupying the same AT&T Structure, and may Overlash additional cables to its own existing facilities without approval from, but with notice to, AT&T. Attaching Party shall notify AT&T of any Make-Ready Work necessary to accommodate Attaching Party's Overlashing.

12.3 Attaching Party shall provide at least sixty (60) days' advance notice prior to any Overlashing that it conducts or permits and warrants that any Overlashing the Attaching Party conducts or permits (via a third party or contractor) shall meet the following requirements: (1) the Overlashing complies with the standards referenced in this Attachment; (2) the Attaching Party has computed the Pole loading with the additional Overlashed facility, and the Pole will not be overloaded with the addition of the Overlashed facility; (3) the Attaching Party has determined that no Make-Ready Work is necessary to accommodate the Overlashed facility, or will ensure that any Make-Ready Work necessary will be conducted before the Overlashing occurs. Such notice shall include a map indicating the affected Poles and applicable engineering information, including the Pole loading calculations. Attaching Party agrees to indemnify AT&T should any of the preceding warranties be breached.

12.3.1 Before allowing any Overlashing of Attaching Party's facilities with an Other User's facilities, Attaching Party shall ensure such Other User has an executed agreement with AT&T for Structure access.

13.0 REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

13.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with AT&T and Other Users in making rearrangements to AT&T Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the Parties in accordance with then applicable law.

13.2 Except for emergencies and routine maintenance, AT&T shall give Attaching Party not less than sixty (60) days' prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, AT&T will

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rearrange those facilities at Attaching Party's expense. In no event shall AT&T be liable to Attaching Party or Other Party for damages or other harm caused by or in connection with any such AT&T rearrangement, except to the extent caused by AT&T's negligence.

14.0 EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each Party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.

14.1.1 Nothing contained in this Attachment shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's facilities or the facilities of Other Users.

14.1.2 Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the Conduit section in which the Maintenance Duct is located; provided, however, that an entity using the Maintenance Duct for emergency repair activities will notify AT&T within twelve (12) hours of the current business day (or first business day following a non-business day) that such entity is entering the AT&T Conduit System and using the Maintenance Duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, as defined in Section 14.3, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be assigned to the user of the Duct and an Occupancy Permit issued.

14.1.3 The Attaching Party shall either vacate the Maintenance Duct within thirty (30) days or, with AT&T's consent, rearrange its facilities to ensure that at least one full-sized replacement Maintenance Duct (or, if the designated Maintenance Duct was an innerduct, a suitable replacement innerduct) is available for use by all occupants in the Conduit section within thirty (30) days after such Attaching Party occupies the Maintenance Duct. If Attaching Party fails to vacate the Maintenance Duct as described above, AT&T may install a maintenance Conduit at the Attaching Party's expense.

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

14.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T, Attaching Party, and Other Users shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

14.3.1 Emergency service restoration work requirements shall have the highest precedence.

14.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the Maintenance Duct (and, if necessary, other unoccupied Ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the work site, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

14.3.3 AT&T shall determine the order of precedence of work operations and assignment of Duct space in the Maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T on a nondiscriminatory basis in accordance with the principles set forth in this Section.

14.4 Emergency Pole Replacements.

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14.4.1 When emergency Pole replacements are required, AT&T shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

14.4.2 If notified by AT&T that an emergency exists which will require the replacement of a Pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T replacement Pole, the transfer shall be in accordance with AT&T's placement instructions.

14.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T and thereby authorize AT&T (or any Other User sharing the Pole with AT&T) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf at Attaching Party's expense.

14.5 Expenses Associated with Emergency Repairs. Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency Pole replacements made in accordance with the provisions of this section.

14.5.1 Each Party shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's facilities.

14.5.2 Attaching Party shall reimburse AT&T for the costs incurred by AT&T for work performed by AT&T on Attaching Party's behalf in accordance with the provisions of this Section.

14.6 Pole Replacements for Other than Emergencies. AT&T shall give Attaching Party not less than sixty (60) days' prior written notice of the need for Attaching Party to transfer its facilities as the result of Pole replacements for reasons other than emergencies and routine maintenance. The notice shall state the date by which such transfers are to be completed. Attaching Party shall complete such transfers within the time prescribed in the notice. If Attaching Party does not transfer facilities within the noted time, AT&T will complete those facility transfers at Attaching Party's expense. In no event shall AT&T be liable to Attaching Party for damages or other harm caused by or in connection with any such transfers completed by AT&T, except to the extent caused by AT&T's negligence.

15.0 AT&T INSPECTION OF ATTACHING PARTY'S FACILITIES AND NOTICE OF NON-COMPLIANCE

15.1 Post-Construction Inspections. AT&T will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to or in AT&T's Structure for the purpose of determining the conformance of the attachments to the Occupancy Permit and standards identified in Section 6.2. AT&T will endeavor to notify Attaching Party of proposed date and time prior to the post-construction inspection. The Attaching Party may accompany AT&T on the post-construction inspection. Findings of nonconformance shall be communicated to Attaching Party by AT&T as soon as practical.

15.2 Right to Make Routine or Spot Inspections. AT&T shall have the discretionary right, but not the obligation, to make Routine or Spot Inspections of all facilities attached to AT&T's Structure to help ensure compliance with the terms and conditions of the applicable agreements. AT&T will give Attaching Party advance notice of Routine Inspections involving Attaching Party facilities.

15.3 Cost of Routine or Spot Inspection. If Attaching Party's facilities are found to be in compliance with this Attachment, there will be no charges incurred by the Attaching Party for the Routine or Spot Inspection. However, if Attaching Party's facilities are found not in compliance with this Attachment, AT&T may charge Attaching Party for the cost of the Routine or Spot Inspection, as applicable to the particular item of Structure with the noncompliant attachment.

15.4 Notice of Noncompliance. If, pursuant to a post-construction, Routine or Spot Inspection, AT&T determines that Attaching Party's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, AT&T may send notice to Attaching Party specifying the alleged noncompliance. Attaching Party will acknowledge receipt of the notice as soon as practicable.

15.5 Disputes over Alleged Noncompliance. If Attaching Party disputes AT&T's assertion that Attaching Party's facilities are not in compliance, Attaching Party shall notify AT&T in writing of the basis for Attaching Party's objection to the assertion that its facilities are noncompliant within sixty (60) days of notice of noncompliance.

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15.6 Bringing Facilities into Compliance. Attaching Party shall bring its noncompliant facilities into compliance within ninety (90) days after being notified of such noncompliance when no Make-Ready Work is required. If any Make-Ready Work or modification work to AT&T's Structure is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to AT&T and the Make-Ready Work or modification will be treated in the same fashion as Make-Ready Work or modifications for a new request for attachment. In any event, if the violation creates a hazardous condition, facilities must be brought into compliance upon notification. Attaching Party shall notify AT&T when the facilities have been brought into compliance.

15.7 No Liability on AT&T. Neither the act of inspection by AT&T of Attaching Party's Facilities nor any failure to inspect such Facilities shall operate to impose on AT&T any liability of any kind whatsoever or to relieve Attaching Party of any responsibility, obligations or liability under this Section or otherwise existing.

15.8 Failure to Bring Facilities into Compliance. If Attaching Party has not brought the facilities into compliance within ninety (90) days or provided AT&T with proof sufficient to persuade AT&T that AT&T erred in asserting that the facilities were not in compliance, AT&T may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Attachment.

15.9 Correction of Conditions by AT&T. If AT&T elects to bring Attaching Party's facilities into compliance, the provisions of this Section shall apply.

15.9.1 AT&T will, whenever practicable, notify Attaching Party in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T's schedule for performing the work.

15.9.2 If Attaching Party's facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T Manhole, AT&T may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T does not reattach Attaching Party's facilities, AT&T shall endeavor to arrange with Attaching Party for the reattachment of any facilities affected.

15.9.3 AT&T shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such notice, Attaching Party shall inspect the facilities and take such steps, as Attaching Party may deem necessary to ensure that the facilities meet Attaching Party's performance requirements.

15.10 Attaching Party to Bear Expenses. Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's facilities into compliance with this Section; provided, however that nothing contained in this Section or any Occupancy Permit issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

15.11 Inventory Survey. AT&T shall have the right, upon thirty (30) days' notice to Attaching Party, to determine the total number and exact location of Attaching Party's attachments on AT&T Poles and/or Conduit through a physical survey conducted by AT&T or its agents. Attaching Party shall have the right to participate in the survey. The costs incurred by AT&T to conduct the physical inventory shall be shared proportionately with AT&T by Attaching Party. If the attachments of Other Users are included in the inventory, all parties, including Attaching Party, shall share proportionately in the costs with AT&T.

16.0 TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

16.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities, placed on or in AT&T's Structure, in a manner sufficient to identify the facilities as those belonging to the Attaching Party. In the case of existing attachments, Attaching Party shall tag such attachments as they are visited by Attaching Party for the performance of maintenance or other work. Attaching Party's facilities on AT&T's Poles shall be tagged at each Pole attachment, and Attaching Party's facilities in AT&T's Conduits shall be tagged inside each Manhole and Handhole so as to identify Attaching Party as the owner of the facilities. On aerial attachments, the tags shall be of sufficient size and lettering so as to be easily read from the ground.

16.2 Notice to Attaching Party. If any of Attaching Party's facilities for which no Occupancy Permit is presently in effect are found attached to AT&T's Structure, AT&T, without prejudice to other rights or remedies available to AT&T under this Attachment, and without prejudice to any rights or remedies which may exist independent of this Attachment, shall send a written notice to Attaching Party advising Attaching Party that no Occupancy Permit is presently in effect with

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respect to the facilities and that Attaching Party must, within thirty (30) days, respond to the notice as provided in Section 16.3 of this Attachment.

16.3 Attaching Party's Response. Within thirty (30) days after receiving a notice under Section 16.2 of this Attachment, Attaching Party shall acknowledge receipt of the notice and (1) submit to AT&T an existing Occupancy Permit covering the alleged unauthorized attachments; or (2) if an Occupancy Permit does not exist, submit an Application under Section 8.

16.4 Charges for Unauthorized Attachments. Attachment fees shall continue to accrue until the unauthorized facilities are removed from AT&T's Structure or until a new or amended Occupancy Permit is issued. In addition, the Attaching Party shall be liable for an unauthorized attachment fee as specified in Section 18.3 of this Attachment. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at AT&T's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to AT&T or Other User, and shall pay AT&T for all costs incurred by AT&T in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.

16.5 Removal of Unauthorized Attachments. If Attaching Party does not apply for a new or amended Occupancy Permit as set forth in Section 16.3, AT&T shall by written notice advise Attaching Party to remove its unauthorized facilities not later than sixty (60) days from the date of notice. If the facilities have not been removed within the time specified in the notice, AT&T may, at AT&T's option, remove Attaching Party's facilities at Attaching Party's expense.

16.6 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T's Facilities. No act or failure to act by AT&T with regard to any unauthorized attachment or unauthorized use of AT&T's Structure shall be deemed to constitute a ratification by AT&T of the unauthorized attachment or use, nor shall the payment by Attaching Party of fees and charges for unauthorized attachments exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

17.0 REMOVAL OF ATTACHING PARTY'S FACILITIES

17.1 When Attaching Party no longer intends to occupy space on or in AT&T Structure, Attaching Party will provide written notification to AT&T that it wishes to terminate the Occupancy Permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Attaching Party's facilities, the Occupancy Permit shall terminate and the space shall be available for reassignment.

17.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from AT&T's Structure.

17.1.2 Except as otherwise agreed upon in writing by the Parties, Attaching Party must, after removing its facilities, plug all previously occupied Ducts at the entrances to AT&T's Manholes.

17.1.3 Attaching Party shall be solely responsible for the removal of its own facilities from AT&T's Structure.

17.2 At AT&T's request, Attaching Party shall remove from AT&T's Structure any of Attaching Party's facilities, which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to AT&T that Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in AT&T's Structure.

17.3 Removal Following Termination of Occupancy Permit. Attaching Party shall remove its facilities from AT&T's Structure within sixty (60) days after termination of the Occupancy Permit.

17.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from AT&T's Structure within sixty (60) days after the date Attaching Party replaces existing facilities on a Pole or in a Conduit with substitute facilities on the same Pole or in the same Conduit.

17.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in AT&T's Structure would cause a forfeiture of the rights of AT&T to occupy the property where such Structure is located, AT&T will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. AT&T will give Attaching Party not less than sixty (60) days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of AT&T's rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with third party property owners and cooperatively take such other steps as may be necessary to avoid the removal of Attaching Party's facilities.

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17.6 Removal of Facilities by AT&T; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from AT&T's Structure in accordance with the provisions of Sections 17.1-17.5 of this Attachment, AT&T may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T shall give Attaching Party not less than sixty (60) days' prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.

17.7 Removal of Facilities by AT&T. If AT&T removes any of Attaching Party's facilities pursuant to this Section, Attaching Party shall reimburse AT&T for AT&T's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.0 RATES, FEES, CHARGES, AND BILLING

18.1 Recurring Rates and One-Time Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All recurring rates, and some one-time fees, associated with Attaching Party's access to AT&T Structure as outlined in this Attachment will be set forth on a pricing sheet available via AT&T's CLEC Online web site. All rates, one-time fees, and changes thereto, shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

18.2 Unauthorized Attachments. For all States that have not established their own unauthorized attachment fees, the following shall apply:

18.2.1 Upon AT&T's discovery of unauthorized attachments in an Inventory Survey or Attaching Party's self-report of unauthorized attachments and written notice of said unauthorized attachments (including location), Attaching Party shall pay AT&T the back-rent, including interest, that would have been due for these attachments, up to five (5) times the annual rent per attachment for each unauthorized attachment.

18.2.2 If Attaching Party declines to participate in an Inventory Survey (i.e., providing the locations of its existing attachments), and AT&T discovers an unauthorized attachment by Attaching Party, AT&T will also be entitled to invoice Attaching Party a sanction, as set forth in the pricing sheet, for each such unauthorized attachment that is discovered.

18.2.3 Attaching Party can avoid the sanction referenced in section 18.2.2 by submitting an Application within sixty (60) days of receiving written notice from AT&T and correcting any safety violations within one hundred eighty (180) days.

18.3 In the state of California, each individual unauthorized attachment shall be assessed a penalty, as set forth in the pricing sheet, in addition to all other costs which are part of Attaching Party's responsibility.

18.4 Changes to Rates and Fees. Subject to applicable federal and state laws, rules, regulations and orders, AT&T shall have the right to change the rates and fees associated with this Attachment. Notice of changes in rates or fees, and their effective date, will be provided to Attaching Party by posting an Accessible Letter to the AT&T CLEC Online and/or prime access websites sixty (60) calendar days before the specific changes being made.

19.0 RADIO FREQUENCY REQUIREMENTS FOR ANY WIRELESS ATTACHMENTS

19.1 Attaching Party is solely responsible for the radio frequency ("RF") emissions emitted by its equipment and will comply with all Federal Communications Commission (FCC) regulations regarding RF exposure limitations. To the extent required by FCC rules and any applicable State rules, Attaching Party shall install appropriate signage to notify workers and the public of the potential for exposure to RF emissions.

19.2 Attaching Party is under a duty and obligation in connection with the operation of its own facilities, now existing or in the future, to protect against RF interference to the RF signals of any party legally utilizing AT&T Structure, as applicable, as may emanate or arise. Attaching Party shall endeavor to correct any interference to the RF signals of any Other User legally utilizing AT&T Structure created by Attaching Party's RF emissions. In the event AT&T's operations interfere with Attaching Party's RF signals, AT&T and Attaching Party shall cooperate to stop such interference.

19.3 Attaching Party shall install a power cut-off switch on every AT&T Pole to which it has attached facilities that can emit RF energy. AT&T's authorized field personnel will contact the Attaching Party's designated point of contact not less than 24 hours in advance to inform the Attaching Party of the need for a temporary power shut-down. In the event of an unplanned power outage or other unplanned cut-off of power, or an emergency, the power-down will be with such

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advance notice as may be practicable. In all instances, once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Attaching Party as soon as possible that power has been restored.

19.4 Emergency After Hours Contact Information. Attaching Party shall provide emergency after hours contact information to AT&T. Attaching Party shall be required to include signage which indicates Attaching Party's emergency contact information and NESC-required information.

19.5 Installation and Upkeep of Sign(s). Attaching Party is responsible for the installation and upkeep of its sign(s) on each Pole. The signage will be placed so that it is clearly visible to workers who climb the Pole or ascend by mechanical means. The sign(s) will contain the information approved for such signs by the FCC or applicable State agency, or in the absence of such standards, the information commonly used in the industry for such sign(s).

20.0 NOTICES

20.1 Operational Contact Information. Contact information for operational issues including applications for Occupancy Permits, Make-Ready Surveys, Make-Ready Work and other day-to day matters concerning structure access.

20.1.1 AT&T:

Region/state-specific contact information is available in an online document at the following URL: https://clec.att.com/clec_documents//unrestr/hb/13%20State/250//Primary%20Points%20of%20Contact%20for%20CLEC%20Online%20Dec%202015.doc

20.1.2 Attaching Party:

NOTICE CONTACT	Attaching Party
NAME/TITLE	_____
STREET ADDRESS	_____
CITY, STATE, ZIP CODE	_____
TELEPHONE NUMBER	_____
E-MAIL ADDRESS	_____

20.2 Contractual Notice. Notices other than those related to Structure Access operational issues will be governed by the applicable notice provisions in the GT&Cs of the Agreement.

21.0 DISCLAIMER OF WARRANTIES

AT&T MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T's STRUCTURE IS SUITABLE FOR ATTACHING PARTY'S INTENDED USES OR IS FREE FROM DEFECTS. ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF AT&T's STRUCTURE FOR ATTACHING PARTY'S INTENDED USE.

22.0 INDEMNIFICATION

Except as otherwise provided below, indemnification will be governed by the GT&Cs of this Agreement.

22.1 Definitions. The term "Claims" as used in Section 22 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.

22.2 Workplace Injuries. Except as expressly provided in this Attachment to the contrary, each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the Indemnifying Party (or other person acting on the Indemnifying Party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of AT&T's Structure.

22.3 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims (other than workplace injury claims subject to Section 22.2 above) made, brought, or sought against the Indemnified Party by any employee, contractor, or subcontractor of the Indemnifying Party or by any other person acting on the Indemnifying Party's behalf.

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22.4 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 22.3-22.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

22.5 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims (other than workplace injury Claims subject to Section 22.2, or other Claims subject to Section 22.3) made, brought, or sought against the Indemnified Party by any vendor, supplier, or customer of the Indemnifying Party, except to the extent caused by the negligent acts or omissions of the Indemnified Party.

22.6 Injuries to Third Parties and Third Party Property Owners Resulting from the Parties' Conduct. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the Indemnifying Party or other persons acting on the Indemnifying Party's behalf, except to the extent caused by the negligent acts or omissions of the Indemnified Party.

22.7 Indemnification for Environmental Claims.

22.7.1 Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the Indemnifying Party or other person acting on the Indemnifying Party's behalf, of:

22.7.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law; or

22.7.1.2 any provision or requirement of this Attachment dealing with hazardous substances or protection of the environment.

22.7.2 Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the Indemnifying Party, or by any person acting on the Indemnifying Party's behalf, while present on, within, or in the vicinity of any AT&T Structure.

22.7.3 Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the Indemnifying Party or by any person acting on the Indemnifying Party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the Indemnifying Party or persons acting on the Indemnifying Party's behalf from the site of any AT&T Structure.

22.7.4 Except as otherwise specifically provided in this section, neither Party shall be required to indemnify or defend the other Party against, or hold the other Party harmless from any Claims for which the other Party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

22.8 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold AT&T harmless from any and all Claims, of every kind and character, made, brought, or sought against AT&T by any person or entity, arising out of or in connection with the subject matter of this Attachment and based on either:

22.8.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T due to the placement or presence of Attaching Party's facilities on or within AT&T's Structure; or

22.8.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

22.9 Attaching Party's General Indemnity Obligations to AT&T. This section applies only in those situations not expressly covered by Sections 22.2-22.8 and does not apply to any Claims resulting from Attaching Party's enforcement of its

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rights against AT&T pursuant to this Attachment. Except as otherwise expressly provided in this Attachment to the contrary, and subject to the exclusions set forth in Section 22.2, Attaching Party shall indemnify, on request defend, and hold AT&T harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of AT&T's Structure, Attaching Party's performance of any acts authorized under this Attachment, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of AT&T's Structure, except to the extent caused by the willful or intentional misconduct, gross negligence or negligent acts or omissions of AT&T.

22.10 AT&T's General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 22.2-22.8 and does not apply to any Claims resulting from AT&T's enforcement of its rights against Attaching Party pursuant to this Attachment. Except as otherwise expressly provided in this Attachment to the contrary, AT&T shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with AT&T's access to or use of AT&T's Structure, AT&T's performance of any acts authorized under this Attachment, or the presence or activities of AT&T's employees or other personnel acting on AT&T's behalf on, within, or in the vicinity of AT&T's Structure under this Attachment, except to the extent caused by the willful or intentional misconduct, gross negligence or negligent acts or omissions of Attaching Party.

23.0 LIABILITIES AND LIMITATIONS OF LIABILITY. Except as otherwise provided below, Liabilities and Limitations of Liabilities will be governed by the GT&Cs of this Agreement.

23.1 AT&T Not Liable to Attaching Party for Acts of Third Parties or Acts of Nature. By affording Attaching Party access to AT&T Structure, AT&T does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 23.3 of this Attachment, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to or placed in AT&T's Structure and AT&T shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 23.3. In no event shall AT&T be liable to Attaching Party under this Attachment for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any AT&T Structure in any capacity other than as an AT&T employee or person acting on AT&T's behalf. In no event shall AT&T be liable to Attaching Party under this Attachment for injuries, losses, or damages resulting from acts of nature (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on AT&T's behalf, cable cuts by persons other than AT&T's employees or persons acting on AT&T's behalf, or other causes beyond AT&T's control which occur at sites subject to this Attachment.

23.2 Damage to Facilities. Each Party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the Party and persons acting on the Party's behalf. A Party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other Party, and/or Other Users for any property damage caused by the Party or persons acting on the Party's behalf.

23.3 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this section shall be construed as exempting either Party from any liability, or limiting such Party's liability, in contravention of federal law or in contravention of the laws of the applicable State(s).

24.0 INSURANCE.

24.1 Except as provided below, insurance will be governed by the GT&Cs of this Agreement. All insurance coverages set forth in the GT&Cs apply, with the exception that the following higher coverage amounts are required under this Attachment:

24.1.1 Worker's Compensation insurance with benefits afforded under the laws of any state in which the work related to this Attachment is to be performed and Employers Liability insurance with limits of at least:

24.1.1.1 $1,000,000 for Bodily Injury – each accident;

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24.1.1.2 $1,000,000 for Bodily Injury by disease – policy limits; and

24.1.1.3 $1,000,000 for Bodily Injury by disease – each employee.

24.1.2 Umbrella/Excess insurance with limits of at least $5,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Automobile Liability, and Employer's Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.

25.0 ASSIGNMENT OF RIGHTS. Except as otherwise provided below, assignment will be governed by the GT&Cs of this Agreement.

25.1 Sub-Permits. Nothing contained in this Attachment shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Attachment or Occupancy Permits subject to this Attachment to any third party. Except as otherwise expressly permitted in this Attachment, Attaching Party shall not allow third party to attach or place facilities to or in Pole or Conduit space occupied by or assigned to Attaching Party or to utilize such space.

25.2 Assignment Permitted. Neither Party may assign, or otherwise transfer its rights or obligations, under this Attachment except as provided in this section.

25.2.1 AT&T may assign its rights, delegate its benefits, and delegate its duties and obligations under this Attachment, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with AT&T or which acquires or succeeds to ownership of substantially all of AT&T's assets.

25.2.2 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without AT&T's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Attachment, subject to the express terms of this Attachment. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Attachment with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Attachment shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to AT&T that such lender or third party has complied or will comply with all requirements established under this Attachment. Notwithstanding any provisions of this Attachment to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Attachment and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Attachment (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Attachment, including liability to AT&T for any act, omission, default, or obligation that arose or occurred under the Attachment prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Attachment, as applicable.

25.2.3 No assignment or transfer by Attaching Party of rights under this Attachment, Occupancy Permit subject to this Attachment, or authorizations granted under this Attachment shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this section, secured AT&T's prior written consent to the assignment or transfer, if necessary, and given AT&T notice of the assignment or transfer pursuant to Section 25.3, and secured AT&T's prior written consent to the assignment or transfer, unless such consent is not necessary pursuant to Section 25.2.2 of this Attachment.

25.3 Notice of Assignment. Attaching Party shall provide AT&T sixty (60) days' advance notice in writing of its intent to assign, when required to obtain consent pursuant to Section 25.2.3, and thirty (30) days' notice in writing following any consented-to assignment.

26.0 TERMINATION OF OCCUPANCY PERMITS. Except as provided below, Termination and Remedies for Breach will be governed by the GT&Cs of this Agreement.

26.1 Subject to notice and the opportunity to cure as provided in the Agreement, individual Occupancy Permits subject to this Attachment shall terminate if (a) Attaching Party ceases to utilize the Pole attachment or Conduit or ROW space

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subject to such Occupancy Permit; or (b) Attaching Party's permission to use or have access to particular Structure has been revoked, denied, or terminated by local governmental authority or third party property owner having authority to revoke, deny, or terminate such use or access.

26.2 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to AT&T's Structure shall not materially interfere with or impair service over any facilities of AT&T or any Other User, cause material damage to AT&T's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of AT&T's Structure, or to the public. Upon reasonable notice and opportunity to cure, AT&T may limit, terminate or refuse access if Attaching Party violates this provision.

27.0 ASSURANCE OF PAYMENT. Except as otherwise provided below, Assurance of Payment will be governed by the GT&Cs of this Agreement.

27.1 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen, and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Attachment. In the event any lien, claim or demand is made on AT&T by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performance of such work, AT&T may require, in addition to any security provided under the Agreement, that Attaching Party execute payment or performance bonds or letters of credit, or provide cash deposits or such other security as AT&T may deem reasonable.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)
6	SC	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		
6	SC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC		
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN				
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN				
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing				
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00
6	SC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS		
6	SC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL		
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN				
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN				
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)				
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN				
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)				
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN				
6	SC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00
6	SC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings				
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.80%

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.80%
3	SC	STRUCTURE ACCESS	Poles - Telecom RURAL				See pricing sheet available via AT&T CLEC Online website.
3	SC	STRUCTURE ACCESS	Poles - Telecom URBAN				See pricing sheet available via AT&T CLEC Online website.
3	SC	STRUCTURE ACCESS	Ducts –Conduit Occupancy Fees - Full Duct				See pricing sheet available via AT&T CLEC Online website.
3	SC	STRUCTURE ACCESS	Ducts - Conduit Occupancy Fees - Inner Duct				See pricing sheet available via AT&T CLEC Online website.
3	SC	STRUCTURE ACCESS	Poles - Cable Rate				See pricing sheet available via AT&T CLEC Online website.

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