AT&T

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December 21, 2016

Via Electronic Filing

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Second Amendment[1] to the Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC d/b/a AT&T South Carolina and BCN Telecom, Incorporated f/k/a NUI Telecom, Inc. ("BCN Telecom") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 2009-120-C

Dear Ms. Boyd:

Pursuant to Section 252(e) of the federal Telecommunications Act of 1996 ("the Act), AT&T South Carolina[2] ("AT&T") and BCN Telecom submit to the Commission the second Amendment to their Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and 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 provides the Commission with 90 days from the date of the submission of this negotiated amendment to approve or reject it. The Commission may only reject the amendment if it finds that it or any portion of it discriminates against a telecommunications carrier not a party to it or that the implementation of the amendment or any portion of it is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the negotiated amendment and that the Commission should approve the amendment.

In addition to this second amendment, and in order to provide a complete set of documents for the Commission's records, this filing also includes a document separately identified as "Attachment-Agreement-Docket No. 2009-120-C." This Agreement, which replaced the original Agreement filed March 17, 2009, was intended to have been filed on November 6, 2015 along with the Amendment filed on that date, but it mistakenly was not.

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1 This Amendment implements the FCC's US Telecom Forbearance Order; modifies certain provisions related to Termination of Agreement After Initial Term Expiration (replaces the expiration language); and modifies certain provisions related to Customer Information Services (replaces the OS/DA language and rates).

2 BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina

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

Sincerely,

Richard T. Howell/by
Dr. Sandzgh w/ permission

Richard T. Howell
Area Manager, Regulatory Relations

RTH/mhs
Attachment

cc: James E. McDaniel

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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

BCN TELECOM, INC.

Signature: eSigned - Julian Jacquez

Name: eSigned - Julian Jacquez
(Print or Type)

Title: Chief Operating Officer
(Print or Type)

Date: 08 Sep 2016

BCN Telecom, Inc.

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 08 Sep 2016

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	ULEC OCN
ALABAMA	7896	8158
ARKANSAS	7896	518H
CALIFORNIA	7896	017D
FLORIDA	7896	8134
GEORGIA	7896	819A
ILLINOIS	7896	040D
INDIANA	7896	101H
KANSAS	7896	452H
KENTUCKY	7896	322A
LOUISIANA	7896	509H
MICHIGAN	7896	705C
MISSISSIPPI	7896	504H
MISSOURI	7896	432H
NEVADA	7896	431H

NORTH CAROLINA	7896	9994
OHIO	7896	633C
OKLAHOMA	7896	612H
SOUTH CAROLINA	7896	9995
TENNESSEE	7896	234A
TEXAS	7896	706C
WISCONSIN	7896	952E

Description	ACNA Code(s)
ACNA(s)	IGP

AMENDMENT TO THE AGREEMENT BETWEEN BCN TELECOM, INC. AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, 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, 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 OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN ("AT&T")

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CARRIER as shown in the attached Exhibit A. AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party."

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

WHEREAS, the Parties desire to amend the Agreements 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 to modify certain provisions related to Customer Information Services.

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 - Listing of Agreements, Exhibit B – Customer Information Services, Exhibit C - Pricing Sheets for states currently in the Agreement and Exhibit D - Pricing Sheets for states being added, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Forbearance

   2.1. 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.

3. Termination of Agreement After Initial Term Expiration

   3.1. 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.

4. Customer Information Services (CIS)

4.1. Replace current Attachment 06 with 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 C, to the Agreement.

5. The Parties agree to add the states of Arkansas, Kansas, Louisiana, Missouri and Nevada to the Agreement as of the effective date of this Amendment.

6. The Parties agree to amend the Agreement by adding Pricing Sheets for the states of Arkansas, Kansas, Louisiana, Missouri and Nevada (Exhibit D).

7. Upon the date that this Amendment becomes effective, the Interconnection Agreements by and between BellSouth Telecommunications, LLC d/b/a AT&T Louisiana; Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale; and Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS and AT&T MISSOURI and BCN Telecom, Inc. will be superseded.

8. Notices

8.1 The Parties agree to replace Section 21.4 of the General Terms and Conditions of the Agreement with the following:

21.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Julian Jacquez Chief Operating Officer
STREET ADDRESS	1200 Mt. Kemble Avenue Third Floor
CITY, STATE, ZIP CODE	Morristown, NJ 07960
PHONE NUMBER*	304.612.3877
FACSIMILE NUMBER	908.367.5960
EMAIL ADDRESS	jjacquez@bcntele.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

9. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

10. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided,

however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

11. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

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

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

14. 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.

15. For states other than Arkansas, California, Ohio 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 (30) 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) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	BCN Telecom, Inc.	Interconnection	1/6/16
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	BCN Telecom, Inc.	Interconnection	2/18/16
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	BCN Telecom, Inc.	Interconnection	2/10/16
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	BCN Telecom, Inc.	Interconnection	1/19/16
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	BCN Telecom, Inc.	Interconnection	1/14/15
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	BCN Telecom, Inc.	Interconnection	1/5/16
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	BCN Telecom, Inc.	Interconnection	2/24/16
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	BCN Telecom, Inc.	Interconnection	11/18/15
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	BCN Telecom, Inc.	Interconnection	1/12/16
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	BCN Telecom, Inc.	Interconnection	1/8/16

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	BCN Telecom, Inc.	Interconnection	12/14/15
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	BCN Telecom, Inc.	Interconnection	12/11/15
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	BCN Telecom, Inc.	Interconnection	10/28/14
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	BCN Telecom, Inc.	Interconnection	11/25/15
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	BCN Telecom, Inc.	Interconnection	10/7/14
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	BCN Telecom, Inc.	Interconnection	10/30/14
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	BCN Telecom, Inc.	Interconnection	8/18/14
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	BCN Telecom, Inc.	Interconnection	1/14/16
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	BCN Telecom, Inc.	Interconnection	3/2/16
The Ohio Bell Telephone Company d/b/a AT&T OHIO	BCN Telecom, Inc.	Interconnection	2/4/16
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	BCN Telecom, Inc.	Interconnection	1/5/16

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.

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.

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 Local Directory Assistance - Consists of providing published name and telephone number.

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

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 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, as described herein.

4.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

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 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 Distribution of Directories:

4.2.3.1 Subject to 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 subscribers.

4.2.4 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

4.2.5 Use of Subscriber Listing Information:

4.2.5.1 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 publishing products and services.

4.2.5.2 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.

4.2.6 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

4.2.7 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.

4.2.8 Breach of Contract:

4.2.8.1 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.

4.2.9 General Conditions for Listings:

4.2.9.1 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.

4.2.9.2 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.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	SC	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	SC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	SC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	SC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	SC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	SC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.80%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.80%	N/A	N/A	Flat Rate Discount for Resale

Attachment-

Agreement-Docket No. 2009-120-C

AT&T Wholesale Agreement

AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T OKLAHOMA

AND

BCN TELECOM, INC.

Signature: eSigned - Julian Jacquez

Name: eSigned - Julian Jacquez
(Print or Type)

Title: Executive Vice President
(Print or Type)

Date: 20 Apr 2015

BCN Telecom, Inc.

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 20 Apr 2015

Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA by AT&T Services, Inc., its authorized agent

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INTERCONNECTION AND/OR RESALE AGREEMENT

UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between one or more of the AT&T Inc. owned ILECs: BellSouth Telecommunications, 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; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T Inc. owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and BCN Telecom, Inc. ("CLEC" also referenced as "BCN Telecom, Inc."), (a New Jersey Corporation), shall apply to the State(s) of Oklahoma.

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

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 Introduction

1.1 This Agreement is composed of the foregoing recitals, the General Terms and Conditions (GT&C), set forth below, and certain Attachments, Schedules, Exhibits and Addenda immediately following this GT&C, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

2.0 Definitions

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

2.2 "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding AT&T-21STATE to the CLEC community and is (are) provided via posting to the AT&T CLEC Online website.

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

2.4 "Affiliate" is as defined in the Act.

2.5 "Alternate Billing Service (ABS)" or "Alternately Billed Traffic (ABT)", as described in Attachment 10 - ABT, means the service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS/ABT calls: calling card, collect and third number billed calls.

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

2.7 "AT&T Inc." (AT&T) 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 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/or AT&T TEXAS, and/or Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.45 "Business Day" means Monday through Friday, excluding holidays on which the applicable AT&T-21STATE ILEC does not provision new retail services and products.

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

2.47 "CABS" means the Carrier Access Billing System.

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

2.49 "Cash Deposit" means a cash security deposit in U.S. dollars held by AT&T-21STATE.

2.50 "Central Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an AT&T-21STATE E911 Selective Router.

2.51 "Centralized Message Distribution System (CMDS)" means the industry-wide data collection system, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS Direct Participants). AT&T-21STATE is a CMDS Direct Participant.

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

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

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

2.53 "Change in Control" shall mean the (a) consolidation or merger of CLEC with or into any unaffiliated entity, (b) sale, transfer or other disposition of all or substantially all of the assets of CLEC to an unaffiliated entity, or (c) acquisition by any entity, or group of entities acting in concert, of outstanding voting securities or partnership interests of CLEC which give such entity or group of entities Control over CLEC.

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

2.55 "Commercial Mobile Radio Service(s) (CMRS)" is as defined in the Act and FCC rules.

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

2.56.1 the Alabama Public Service Commission (APSC);

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

2.56.3 the California Public Utilities Commission (CA-PUC);

2.56.4 the Florida Public Service Commission (FPSC);

2.56.5 the Georgia Public Service Commission (GPSC);

2.56.6 the Illinois Commerce Commission (IL-CC);

2.56.7 the Indiana Utility Regulatory Commission (IN-URC);

2.56.8 the Kansas Corporation Commission (KS-CC);

2.56.9 the Kentucky Public Service Commission (KPSC);

2.56.10 the Louisiana Public Service Commission (LPSC);

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

2.56.12 the Mississippi Public Service Commission (MPSC);

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

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

2.56.15 the North Carolina Utilities Commission (NCUC);

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

2.56.17 the Oklahoma Corporation Commission (OK-CC);

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

2.56.19 the Tennessee Regulatory Authority (TRA);

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

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

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

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

2.59 "Competitive Local Exchange Carrier (CLEC)" means a telephone company certificated by the Commission to provide local Exchange Service within AT&T-21STATE's franchised area.

2.60 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and any other damages typically considered consequential damages under Applicable Law, regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

2.61 "Control" shall mean, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interests) by contract or otherwise.

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

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

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

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

2.63.3 any Force Majeure Event.

2.64 "Dialing Parity" means as defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

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

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

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

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

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

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

2.71 "Disputed Amounts" as used in Section 11.9 below, means the amount that the Disputing Party contends is incorrectly billed.

2.72 "Disputing Party" as used in Section 11.9 below, means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.

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

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

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

2.76 "Exchange Access" means as defined in the Act.

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

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

2.79 "Exchange Service" means Telephone Exchange Service as defined in the Act.

2.80 "FCC" means the Federal Communications Commission.

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

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

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

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

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

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

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

2.88 "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.

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

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

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

2.92 "Interconnection" is as defined in the Act.

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

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

2.95 "Interexchange Carrier (IXC)" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

2.96 "InterLATA" is as defined in the Act.

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

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

2.99 "ISP-Bound Traffic" means Telecommunications traffic, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between CLEC and AT&T-21STATE in which the originating End User of one Party and the ISP served by the other Party are:

2.99.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the Commission or regulatory agency; or

2.99.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

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

2.101 "Jurisdictional Information Parameter (JIP)" is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.

2.102 "Late Payment Charge" means the charge that is applied when CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if

payment for any portion of the charges is received in funds which are not immediately available or received by AT&T-21STATE as of the Bill Due Date, or if CLEC does not submit the Remittance Information.

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

2.104 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-21STATE naming the AT&T owned ILEC(s) designated by AT&T-21STATE as the beneficiary(ies) thereof and otherwise on the AT&T-21STATE Letter of Credit form.

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

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

2.107 "Local Access and Transport Area (LATA)" is as defined in the Act.

2.108 "Local Exchange Carrier (LEC)" is as defined in the Act.

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

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

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

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

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

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

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

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

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

2.118 "Meet-Point Billing (MPB)" means the billing associated with interconnection of facilities between two (2) or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a

multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

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

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

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

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

2.123 "Notice" is official correspondence between the Parties sent in accordance with Notice Sections 21.1-21.3 of this General Terms and Conditions.

2.124 "Numbering Plan Area (NPA)", also called area code, means the three (3)-digit code that occupies the A, B, C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits two (2) through nine (9) and X represents any digit zero (0) through nine (9). In the NANP, NPAs are classified as either geographic or non-geographic. Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. For example, NPAs in the N00 format, (e.g., 800, 900) are non-geographic.

2.125 "Number Portability" is as defined in the Act.

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

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

2.128 "Operations Support Systems (OSS)" means the suite of functions which permits CLEC to interface to the ILEC for pre-ordering, ordering, provisioning, maintenance/ repair and billing as described in the Attachment 07 – Operations Support Systems (OSS) herein.

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

2.130 "Out of Exchange LEC (OE-LEC)" means a LEC operating within AT&T-21STATE's incumbent local Exchange Area that provides Telecommunications Services utilizing NPA-NXXs identified to reside in a Third Party ILEC's local Exchange Area.

2.131 "Out of Exchange Traffic" is defined as local, transit, or intraLATA traffic to or from a non- AT&T-21STATE ILEC Exchange Area.

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

2.133 "Past Due" means when CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-21STATE as of the Bill Due Date (individually and collectively means Past Due).

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

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

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

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

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

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

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

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

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

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

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

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

2.141 "Service Switching Point (SSP)" means the telephone Central Office Switch equipped with a Signaling System 7 (SS7) interface.

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

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

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

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

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

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

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

2.149 "Telecommunications" is as defined in the Act.

2.150 "Telecommunications Carrier" is as defined in the Act.

2.151 "Telecommunications Service" is as defined in the Act.

2.152 "Telephone Exchange Service" is as defined in the Act.

2.153 "Telephone Toll Service" is as defined in the Act.

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

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

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

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

2.158 "Unbundled Network Element (UNE)" is a network element that AT&T-21STATE is required to provide pursuant to Section 251 (c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

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

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

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

3.0 Interpretation, Construction and Severability

3.1 Definitions:

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

3.2 Headings Not Controlling:

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

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

3.3 Referenced Documents:

3.3.1 Any reference throughout this Agreement to an industry guideline, AT&T-21STATE's technical guideline or referenced AT&T-21STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T's CLEC Online website.

3.4 References:

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

3.5 Tariff References:

3.5.1 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T-21STATE services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T-21STATE provides such services as a result of detariffing or deregulation.

3.5.2 Wherever the term "customer" is used in connection with AT&T-21STATE's retail tariffs, the term "customer" means the ultimate consumer or the End User of any tariffed service.

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

3.6 Conflict in Provisions:

3.6.1 If any definitions, terms or conditions in any given Attachment, Exhibit, Schedule or Addendum differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment, Exhibit, Schedule or Addendum. In particular, if an Attachment contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that

Attachment will control the length of time that services or activities are to occur under that Attachment, but will not affect the Term length of the remainder of this Agreement.

3.7 Joint Work Product:

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

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

3.8 Incorporation by Reference:

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

3.9 Non-Voluntary Provisions:

3.9.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated and/or agreed to by AT&T-21STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively "Non-Voluntary Arrangement(s)"). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Parties agree to follow the Intervening Law process outlined in Section 24.0 below.

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

3.10 State-Specific Rates, Terms and Conditions:

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

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

3.11 Scope of Obligations:

3.11.1 Notwithstanding anything to the contrary contained herein, AT&T-21STATE's obligations under this Agreement shall apply only to:

3.11.1.1 the specific operating area(s) or portion thereof in which AT&T-21STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and

3.11.1.2 assets that AT&T-21STATE owns or leases and which are used in connection with AT&T-21STATE's provision to CLEC of any Interconnection Services provided or contemplated under

this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

3.11.2 This Agreement sets forth the terms and conditions pursuant to which AT&T-21STATE agrees to provide CLEC with access to 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) in AT&T-21STATE's incumbent local Exchange Areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-21STATE is only obligated to make available 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) to CLEC in AT&T-21STATE's incumbent local Exchange Areas. AT&T-21STATE has no obligation to provide such 251(c)(3) UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-21STATE's incumbent local Exchange Areas. In addition, AT&T-21STATE is not obligated to provision 251(c)(3) UNEs or to provide access to (251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-21STATE's incumbent local Exchange Areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement shall only apply to the Parties and be available to CLEC for provisioning Telecommunication Services within an AT&T-21STATE incumbent local Exchange Area(s) in the State in which this Agreement has been approved by the relevant state Commission and is in effect.

3.11.3 Throughout this Agreement, wherever there are references to Unbundled Network Elements that are to be provided by AT&T-21STATE under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 3.11.2 above, and require only the provision of Section 251(c)(3) UNEs.

3.12 Affiliates:

3.12.1 This Agreement, including subsequent amendments, if any, shall bind AT&T-21STATE, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between AT&T-21STATE and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein, (subject to any early termination due to default), until either AT&T-21STATE or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supersede a currently effective interconnection agreement between any such CLEC Affiliate and AT&T-21STATE until the expiration of such other agreement.

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

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

5.0 Responsibilities of the Parties

5.1 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T-21STATE's network as referenced in iconectiv BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

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

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

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

6.0 Insurance

6.1 At all times during the term of this Agreement, and without limiting any of its other obligations or liabilities, CLEC shall keep and maintain, in force at its own expense, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

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

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

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

6.1.1.1.2 with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later and if a "claims-made" policy is maintained, the retroactive date must precede the commencement of Work under this Agreement; and

6.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 6.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work and, with respect to any coverage or extended discovery period maintained on a "claims-made" policy, for two (2) years thereafter; and

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

6.1.1.4 deliver to AT&T-21STATE certificates of insurance stating the types of insurance and policy limits. CLEC shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T-21STATE. CLEC shall deliver such certificates:

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

6.1.1.4.2 prior to expiration of any insurance policy required in this Section 6.0; and

6.1.1.4.3 for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later.

6.1.2 The Parties agree:

6.1.2.1 the failure of AT&T-21STATE to demand such certificate of insurance or failure of AT&T-21STATE to identify a deficiency will not be construed as a waiver of CLEC's obligation to maintain the insurance required under this Agreement;

6.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CLEC, nor be deemed as a limitation on CLEC's liability to AT&T-21STATE in this Agreement;

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

6.1.2.4 CLEC is responsible for any deductible or self-insured retention; unless agreed to in writing by AT&T-21STATE, the deductible or self insured retention can be no greater than $100,000 per occurrence; and

6.1.2.5 that limits required are minimums only and do not impose a limitation or restriction on available insurance coverage to Additional Insured(s); and

6.1.2.6 to the extent that CLEC is performing Work at a Work site where AT&T-21STATE is obligated to require its subcontractors to maintain certain coverages and limits, CLEC agrees to be bound to those terms. However, the terms and conditions will be no broader than the requirements shown herein.

6.2 The insurance coverage required by this Section 6.0 includes:

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

6.2.1.1 $1,000,000 for Bodily Injury – each accident; and

6.2.1.2 $1,000,000 for Bodily Injury by disease – policy limits; and

6.2.1.3 $1,000,000 for Bodily Injury by disease – each employee.

6.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees; and

6.2.1.5 In states where Workers' Compensation insurance is a monopolistic state-run system, CLEC shall add Stop Gap Employers Liability with limits not less than $1,000,000 each accident or disease; and,

6.2.1.6 To the extent that any Work is subject to the Jones Act, the Longshore and Harbor Workers' Compensation Act, Federal Employers Liability Act, Continental Shelf, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Act.

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

Non-Collocating

6.2.2.1 $2,000,000 General Aggregate; and

6.2.2.2 $1,000,000 Each Occurrence; and

6.2.2.3 $1,000,000 Personal Injury and Advertising Injury; and

6.2.2.4 $2,000,000 Products/Completed Operations Aggregate; and

6.2.2.5 $1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

Collocating

6.2.2.6 $10,000,000 General Aggregate; and

6.2.2.7 $5,000,000 Each Occurrence; and

6.2.2.8 $5,000,000 Personal Injury and Advertising Injury; and

6.2.2.9 $10,000,000 Products/Completed Operations Aggregate; and

6.2.2.10 $2,000,000 Damage to Premises Rented to You (Fire Legal Liability).

6.2.2.11 The Commercial General Liability insurance policy must include AT&T-21STATE, its Affiliates, and their directors, officers, and employees as Additional Insureds on ISO endorsement(s):

6.2.2.11.1 CG 20 10 (premises or operations) ***AND*** CG 20 37 (products or completed operations); or

6.2.2.11.2 CG 20 26; or

6.2.2.11.3 substitute form(s) providing equivalent coverage to 6.2.4.1.1 or 6.2.4.1.2 listed above.

6.2.2.12 CLEC shall also provide a copy of the Additional Insured endorsement to AT&T-21STATE. The Additional Insured endorsement may either be specific to AT&T-21STATE or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees; and

6.2.2.13 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T-21STATE; and

6.2.2.14 not exclude explosion, Collapse, and Underground Damage Liability must not be excluded from the Commercial General Liability policy for any Work involving explosives or any underground Work and Explosion, Collapse, and Underground Damage Liability will have the same limit requirement as the Commercial General Liability policy; and

6.2.2.15 include a waiver of subrogation in favor of AT&T-21STATE, its affiliates, and their directors officers, and employees.

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

6.2.4 Automobile Liability insurance with minimum limits of $2,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles for a Collocated CLEC.

6.2.5 Umbrella/Excess insurance with limits of at least $1,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers' 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-21STATE. If Additional Insured status is required on underlying policies, Additional Insured status will be added to Umbrella/Excess Liability on the same terms.

6.3 If CLEC chooses self-insurance requirements as shown in Section 6.0, the following applies:

6.3.1 Workers' Compensation:

6.3.1.1 CLEC shall provide a copy of the Certificate of Authority to Self Insure Workers' Compensation obligations issued by the state in which the operations are to be performed or the employer's state of hire; and

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

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

6.3.1.4 The option to self insure Workers' Compensation is specific to CLEC and does not extend to subcontractors CLEC may hire.

6.3.2 Commercial General Liability:

6.3.2.1 CLEC shall provide a copy of the most recent audited financial statements with an unqualified opinion from the auditor; or

6.3.2.2 provide a current Dun & Bradstreet report with a composite credit appraisal score of "1" or "2"; or

6.3.2.3 maintain a long-term unsecured issuer rating of BBB- from Standard & Poors or Baa from Moody's during the term of this Agreement.

6.3.2.4 In addition, CLEC shall maintain a net worth of a least ten (10) times the amount of insurance required; and

6.3.2.5 obtain Commercial General Liability insurance immediately if the party is unable to comply with the financial strength and size requirements in the section; and

6.3.2.6 provide this information annually for the term of the Agreement.

6.3.2.7 If CLEC is a publicly-traded company or a wholly-owned subsidiary of a publicly-traded company, the financial ratings of the publicly-traded company may be used to satisfy the requirements of this section.

6.3.3 Automobile Liability:

6.3.3.1 CLEC shall provide a copy of the Certificate of Authority to Self Insure Automobile Liability obligations issued by the state in which the operations are to be performed; and

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

6.3.3.3 obtain Automobile Liability insurance immediately if the state rescinds the Certificate of Authority to self insure Automobile Liability obligations.

6.3.3.4 The option to self-insure Automobile Liability is specific to CLEC and does not extend to subcontractors CLEC may hire.

6.4 This Section 6.0 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

7.0 Assignment or Transfer of Agreement, Change in Control and Corporate Name Change

7.1 Assignment or Transfer of Agreement:

7.1.1 CLEC may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, directly or indirectly, whether by merger, consolidation, dissolution, operation of law, Change in Control or any other manner, without the prior written consent of AT&T-21STATE. For any proposed assignment or transfer CLEC shall provide AT&T-21STATE with a minimum of one hundred twenty (120) calendar days advance written Notice of any assignment associated with a CLEC Company Code (ACNA/CIC/OCN) change or transfer of ownership of assets and request AT&T-21STATE's written consent. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. Any attempted assignment or transfer that is not permitted is void as to AT&T-21STATE and need not be recognized by AT&T-21STATE unless it consents or otherwise chooses to do so for a more limited purpose. CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written Notice of such assignment to AT&T-21STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may

not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a Party to a separate interconnection agreement with AT&T-21STATE under Sections 251 and 252 of the Act that covers the same state(s) as this Agreement. Any attempted assignment or transfer that is not permitted is void *ab initio*.

7.2 CLEC Name Change:

7.2.1 Any change in CLEC's corporate name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only the CLEC name is changing, and no CLEC Company Code(s) are changing, constitutes a CLEC Name Change. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s). CLEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by CLEC, or by AT&T-21STATE on behalf of CLEC, for updating billing accounts and End User records, as set forth in the Pricing Schedule attachment of this Agreement.

7.2.2 The Parties agree to amend this Agreement to appropriately reflect any CLEC Name Change.

7.3 Company Code(s) Change:

7.3.1 Unless within sixty (60) days of acquisition, CLEC provides AT&T-21STATE with appropriate paperwork reflecting that Third Party-administered codes have been updated to reflect CLEC's name on each Company Code associated with acquired assets including but not limited to any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service, CLEC must submit an order for each acquired asset to reflect the change of ownership in all appropriate AT&T-21STATE systems. All orders must be submitted no later than nine (9) months after the closing date of the acquisition.

7.3.2 In the event of a Company Code Change, CLEC shall comply with Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users.

7.3.3 For any CLEC Company Code Change, CLEC must negotiate a separate transfer or assignment agreement.

7.3.4 CLEC acknowledges that failing to comply with this Section 7 shall entitle AT&T-21STATE to issue a Notice under and in accordance with Section 8.3 of this Agreement.

7.4 Wherever required by this Section 7, AT&T-21STATE's consent shall be conditioned upon receipt of payment for all outstanding charges associated with any transferred or acquired assets.

7.5 CLEC acknowledges that CLEC may be required to tender additional assurance of payment to AT&T-21STATE as a result of any assignment, acquisition or transfer of assets if requested under the terms of this Agreement.

8.0 Effective Date, Term and Termination

8.1 Effective Date:

8.1.1 In AT&T-21STATE, with the exception of AT&T OHIO and AT&T WISCONSIN, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In AT&T OHIO, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing. In AT&T WISCONSIN, the Effective Date of this Agreement shall be ten (10) calendar days after the mailing date of the final order approving this Agreement.

8.2 Term:

8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 20, 2017 (the "Initial Term").

8.3 Termination for Nonperformance or Breach:

8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the

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

8.3.2 If, at any time during the term of this Agreement, AT&T-21STATE is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-21STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.

8.4 Termination of Agreement after initial term expiration:

8.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing "Notice of Termination" to AT&T-21STATE at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival 41.1 below of this GT&C.

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

8.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration", CLEC shall have ten (10) calendar days to provide AT&T-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.

8.4.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-21STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-21STATE's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.

8.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 8.4.4 above, then upon written Notice to CLEC by AT&T-21STATE, AT&T-21STATE may continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in AT&T-21STATE's then current Generic found at the AT&T CLEC Online website. At any time thereafter, the Parties may initiate negotiations for a new agreement by providing a written Notice under Section 252 to the other Party subject to Section 8.4.6.

8.4.6 AT&T-21STATE may reject a request under Section 252 to initiate negotiations for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.

9.0 End User Fraud

9.1 AT&T-21STATE shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll calls, ported numbers, and ABT.

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

9.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 9.2 above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

9.4 AT&T-21STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.

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

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

10.0 Assurance of Payment

10.1 Upon request by AT&T-21STATE, CLEC will provide AT&T-21STATE with the AT&T-21STATE Credit Profile form and provide information to AT&T-21STATE regarding CLEC's credit and financial condition.

10.2 Assurance of payment may be requested by AT&T-21STATE:

10.2.1 If based on AT&T-21STATE's analysis of the AT&T-21STATE Credit Profile and other relevant information regarding CLEC's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from Third Party financial sources; or

10.2.2 CLEC fails to timely pay a bill rendered to CLEC by AT&T-21STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 12.4 below); and/or

10.2.3 CLEC's gross monthly billing has increased, AT&T-21STATE reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CLEC's "accounts receivables and proceeds"; or

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

10.3 If AT&T-21STATE requires CLEC to provide a security deposit, CLEC shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of AT&T-21STATE's request, as applicable. Deposit request notices will be sent to CLEC via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T-21STATE's applicable Tariff.

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

10.4.1 a Cash Deposit; or

10.4.2 a Letter of Credit; or

10.4.3 a Surety Bond.

10.5 The Cash Deposit, Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-21STATE, for the Interconnection Services, 251(c)(3) UNEs, Collocation or any other functions, facilities, products or services to be furnished by AT&T-21STATE under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if CLEC has received service from AT&T-21STATE during such period at a level comparable to that anticipated to occur over the next six (6) months. If either CLEC or AT&T-21STATE has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, CLEC and AT&T-21STATE shall agree on a level of estimated billings based on all relevant information.

10.6 To the extent that AT&T-21STATE elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

10.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the appropriate AT&T-21STATE Tariff. AT&T-21STATE will not pay interest on a Letter of Credit or a Surety Bond.

10.8 AT&T-21STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:

10.8.1 CLEC owes AT&T-21STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

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

10.8.3 The expiration or termination of this Agreement.

10.9 If AT&T-21STATE draws on the Letter of Credit or Cash Deposit, upon request by AT&T-21STATE, CLEC will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 10.4 above.

10.10 Notwithstanding anything else set forth in this Agreement, if AT&T-21STATE makes a request for assurance of payment in accordance with the terms of this Section 10.0 then AT&T-21STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished AT&T-21STATE with the assurance of payment requested; provided, however, that AT&T-21STATE will permit CLEC a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking this Section 10.0.

10.11 In the event CLEC fails to provide AT&T-21STATE with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to CLEC may be suspended, discontinued or terminated in accordance with the terms of Section 12.0 below. Upon termination of services, AT&T-21STATE shall apply any security deposit to CLEC's final bill for its account(s). If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-21STATE may also invoke the provisions set forth in Section 12.0 below.

10.12 A Cash Deposit held by AT&T-21STATE shall be returned to CLEC if the following conditions have been met:

10.12.1 Payment was made on bills rendered to CLEC by AT&T-21STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth

in Section 12.4 below) as of the Bill Due Date for all but one time during the prior twelve (12) month period and all payments were made with checks that were honored; and

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

10.13 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-21STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

10.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by CLEC as security under this Agreement, CLEC shall renew such Letter of Credit or provide AT&T-21STATE with evidence that CLEC has obtained a suitable replacement for the Letter of Credit. If CLEC fails to comply with the foregoing, AT&T-21STATE shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for CLEC accounts(s). If CLEC provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, CLEC shall renew the Surety Bond or provide AT&T-21STATE with evidence that CLEC has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If CLEC fails to comply with the foregoing, AT&T-21STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CLEC's account(s). If the credit rating of any bonding company that has provided CLEC with a Surety Bond provided as security hereunder has fallen below "B", AT&T-21STATE will provide written Notice to CLEC that CLEC must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&T-21STATE's written Notice. If CLEC fails to comply with the foregoing, AT&T-21STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CLEC's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T-21STATE shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by CLEC as security hereunder if CLEC defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

11.0 Billing and Payment of Charges

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

11.2 There will be no offset by the billed Party of payments due herein against any other amount owed by one Party to the other.

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

11.3.1 If any portion of the payment is not received by AT&T-21STATE on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T-21STATE in funds that are not immediately available to AT&T-21STATE, then a late payment and/or interest charge shall be due to AT&T-21STATE. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth in the Guide Book as published on the AT&T CLEC Online website, or pursuant to the applicable state law as determined by AT&T-21STATE. In addition to any applicable late payment and/or interest charges, CLEC may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth in the Guide Book or pursuant to the applicable state law.

11.4 If any charge incurred by AT&T-21STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-21STATE intrastate access services tariff for

that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

11.5 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-21STATE. If the Remittance Information is not received with payment, AT&T-21STATE will be unable to apply amounts paid to CLEC's accounts. In such event, AT&T-21STATE shall hold such funds until the Remittance Information is received. If AT&T-21STATE does not receive the Remittance Information by the Bill due date for any account(s), Late Payment Charges shall apply.

11.6 CLEC shall make all payments to AT&T-21STATE via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by AT&T-21STATE. Remittance Information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX Standard Entry Class code. CLEC and AT&T-21STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH payment must be received by AT&T-21STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T-21STATE is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

11.7 Prior to establishing EFT, CLEC will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on AT&T's CLEC Online website. This form provides AT&T-21STATE with CLEC's set up and contract information for electronic payments. AT&T-21STATE banking information will be provided by AT&T-21STATE Treasury & Remittance Operations on AT&T-21STATE approved forms after CLEC's completed ECF11 form is received, testing has completed and certification confirmed.

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

11.9 If Unpaid Charges are subject to a billing dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 13.4 below. The Disputing Party should utilize the preferred form or method provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay: (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts, except for Disputed Amounts arising from compensation for the termination of Section 251(b)(5) Traffic or ISP-Bound Traffic, into an interest bearing escrow account with a Third Party escrow agent that is mutually agreed upon by the Parties.

11.10 Requirements to Establish Escrow Accounts:

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

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

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

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

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

11.10.2.1 The escrow account must be an interest bearing account;

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

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

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

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

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

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

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

11.11 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 11.3 above.

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

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

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

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

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

11.13.4 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 11.9 above.

11.14 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 11.13.1 above and Section 11.13.3 above are completed within the times specified therein.

11.15 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 11.13 above shall be grounds for termination of the Interconnection Services provided under this Agreement.

11.16 CLEC will notify AT&T-21STATE at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that AT&T-21STATE has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow AT&T-21STATE the opportunity to test the new format and make changes deemed necessary.

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

12.0 Nonpayment and Procedures for Disconnection

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

12.2 Failure to pay charges shall be grounds for disconnection of Interconnection Services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.

12.3 AT&T-21STATE will also provide any written notification to any Commission as required by any State Order or Rule.

12.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

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

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

12.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from Intercarrier Compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 11.10 above; and

12.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 11.10 above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from Intercarrier Compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from Intercarrier Compensation) has been deposited into an escrow account that complies with Section 11.10 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 13.0 below.

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

12.6 If the Non-Paying Party fails to:

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

12.6.2 deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 11.10 above within the time specified in Section 12.2 above;

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

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

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

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

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

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

12.8.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date; and

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

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

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

12.9.2 disconnect any Interconnection Services furnished under this Agreement;

12.9.3 discontinue providing any Interconnection Services furnished under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

12.17 If any Resale End User provided service by AT&T-7STATE under Section12.18 below of this Agreement fails to select a new LSP within thirty (30) calendar days of the transfer AT&T-7STATE, may terminate the Resale End User's service.

12.18 Nothing in this Agreement shall be interpreted to obligate to AT&T-7STATE continue to provide local service to any Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any

and all disconnection rights AT&T-7STATE has with regard to such transferred Resale End Users under Applicable Law; provided, however,

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

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

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

12.19.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve (12) month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection Service(s) more than twelve (12) months after the Interconnection Service(s) was provided when the ability or right to charge or the proper charge for the Interconnection Service(s) was the subject of an arbitration or other Commission docket or any FCC order, including any appeal of such arbitration, docket or FCC order. In such cases (hereinafter a "true-up"), the time period for billing shall be the longer of (a) the period specified by the commission in the final order allowing or approving such charge or (b) eighteen (18) months from the date of the final order allowing or approving such charge or (c) twelve (12) months from the date of approval of any executed amendment to this Agreement required to implement such charge.

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

13.0 Dispute Resolution

13.1 Finality of Disputes:

13.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twelve (12) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

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

13.2 Alternative to Litigation:

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

13.3 Commencing Dispute Resolution:

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

13.3.1.1 Service Center Dispute Resolution;

13.3.1.2 Informal Dispute Resolution; and

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

13.4 Service Center Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written Notice sent to AT&T-21STATE for Disputed Amounts must be made on the "Billing Claims Dispute Form".

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

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

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

13.4.3.1 the date of the bill in question;

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

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

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

13.4.3.5 amount billed;

13.4.3.6 amount in question; and

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

13.4.4 When CLEC is the Disputing Party, CLEC must provide evidence to AT&T-21STATE that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 11.10 above of this Agreement and deposited all Unpaid Charges relating to Resale Services and 251(c)(3) UNEs into that escrow account in order for that billing claim to be deemed a "dispute". Failure to provide the information and evidence required by this Section 13.0 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC's irrevocable and full waiver of its right to dispute the subject charges.

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

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

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

13.5 Informal Dispute Resolution:

13.5.1 Upon receipt by one Party of Notice of a dispute by the other Party pursuant to Section 13.3 above or Section 13.4.7 above, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency,

duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

13.6 Formal Dispute Resolution:

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

13.6.2 Claims Subject to Elective Arbitration:

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

13.6.3 Claims Not Subject to Arbitration:

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

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

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

13.7 Arbitration:

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

13.8 Compliance with Dispute Resolution Process

13.8.1 The Parties agree that any actions and/or claims seeking to compel compliance with the Dispute Resolution process should be brought before the Commission in the state where the services in dispute are provided. However, each Party reserves any rights it may have to seek review of any ruling made by the Commission concerning this Agreement by a court of competent jurisdiction.

14.0 Audits

14.1 Subject to the restrictions set forth in Section 23.0 below and except as may be otherwise expressly provided in this Agreement, the Auditing Party may audit the Audited Party's books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the Service Start Date for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

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

14.3 The audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date.

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

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

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

14.7 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 11.3.1 above (depending on the AT&T owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

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

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

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

15.0 Disclaimer of Representations and Warranties

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

16.0 Limitation of Liability

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

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

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

16.4 Neither CLEC nor AT&T-21STATE shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 16.0 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 16.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection Services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.

16.5 AT&T-21STATE shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection Services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation Equipment unless the damage is caused by AT&T-21STATE's gross negligence or willful misconduct. AT&T-21STATE does not guarantee or make any warranty with respect to Interconnection Services when used in an explosive atmosphere.

16.6 CLEC hereby releases AT&T-21STATE from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to AT&T-21STATE under this Agreement, including any errors or omissions occurring in the Directory Database or the White Pages directory, or any claims by reason of delay in providing the Directory Assistance listing information, printing or provisioning of non-published numbers or the printing or providing of CLEC End User information in the White Pages directory including, but not limited to, special, indirect, Consequential, punitive or incidental damages.

16.7 AT&T-21STATE shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.

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

17.0 Joint and Several Liability

17.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC's company codes or identifiers, all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement.

18.0 Indemnity

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

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

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

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

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

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

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

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

18.4.1.2.2 no infringement would have occurred without such modification.

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

18.5 CLEC acknowledges that its right under this Agreement to Interconnect with AT&T-21STATE's network and to unbundle and/or combine AT&T-21STATE's 251(c)(3) UNEs (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

18.6 AT&T-21STATE agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each 251(c)(3) UNE necessary for CLEC to use such 251(c)(3) UNE in the same manner as AT&T-21STATE.

18.7 AT&T-21STATE shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any 251(c)(3) UNE in a different manner than used by AT&T-21STATE.

18.8 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, AT&T-21STATE shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to AT&T-21STATE under the vendor contract and the terms of the contract (excluding cost terms). AT&T-21STATE shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

18.9 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 20.1 below, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the 251(c)(3) UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that 251(c)(3) UNE including AT&T-21STATE.

18.10 AT&T-21STATE hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of 251(c)(3) UNEs (including combining with CLEC's Network Elements) in AT&T-21STATE's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with 251(c)(3) UNEs subject to the ownership terms stated in Section 20 of this Agreement.

18.11 AT&T-21STATE does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with AT&T-21STATE's network and unbundling and/or combining AT&T-21STATE's 251(c)(3) UNEs (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with 251(c)(3) UNEs shall be vendor's indemnities and are subject to the ownership terms stated in Section 20 of this Agreement.

18.12 CLEC shall reimburse AT&T-21STATE for damages to AT&T-21STATE's facilities utilized to provide Interconnection Services hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of AT&T-21STATE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than AT&T-21STATE. Upon reimbursement for damages, AT&T-21STATE will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by AT&T-21STATE for the damages to the extent of such payment.

18.13 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Attachment 14 - xDSL Loops and/or the applicable Commission-ordered tariff, as appropriate) to be deployed or used in connection with or on AT&T-21STATE facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("Indemnitee's") facilities.

18.14 Indemnification Procedures:

18.14.1 Whenever a claim shall arise for indemnification under this Section 18.0, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

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

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

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

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

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

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

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

18.14.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 23.0 below.

19.0 Performance Measures

19.1 Attachment 09 - Performance Measures specifies applicable performance standards. To the extent that remedies are available under such Attachment, such remedies constitute the sole obligation of AT&T-21STATE to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

20.0 Intellectual Property/License

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

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

21.0 Notices

21.1 Notices given by CLEC to AT&T-21STATE under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

21.1.1 delivered by electronic mail (email).

21.1.2 delivered by facsimile.

21.2 Notices given by AT&T-21STATE to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

21.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 21.4 below.

21.2.2 delivered by facsimile provided CLEC has provided such information in Section 21.4 below.

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

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

21.3.1 the date of actual receipt;

21.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent;

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

21.3.4 the next Business Day when sent via express delivery service; or

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

21.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Julian Jacquez Executive Vice President
STREET ADDRESS	1200 Mount Kimble Avenue, 3rd Floor
CITY, STATE, ZIP CODE	Morristown, NJ 07960
PHONE NUMBER*	(304) 612-3877
FACSIMILE NUMBER	(908) 367-5960
EMAIL ADDRESS	jjacquez@bcntele.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

21.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 21.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

21.6 In addition, CLEC agrees that it is responsible for providing AT&T-21STATE with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T-21STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 21.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

21.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

21.6.2 CLEC may be able to place orders for certain services in AT&T-21STATE without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

21.7 AT&T-21STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

22.0 Publicity and Use of Trademarks or Service Marks

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

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

23.0 Confidentiality

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

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

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

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

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

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

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

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

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

24.0 Intervening Law

24.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement (e.g. *In the Matter of Connect America Fund, a National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-cost Universal Service Support, Developing a Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund,* WC Docket No. 10-90**,** GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT No 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011 and subsequent authority) or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations ("Change of Law Event") that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of

the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, either Party may require modification to the Agreement consistent with the action of the Change of Law Event by providing a written request of either Party in accordance with Section 21.0 above ("Written Notice") to negotiate an amendment to the Agreement. With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. In the absence of a specifically required effective date in the Change of Law Event, such modification shall be effective on the effective date of the amendment incorporating the change.

25.0 Regulatory Approval

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

26.0 Governing Law

26.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection Services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles.

27.0 Venue

27.1 Except as specified below, the Parties agree that the only proper venue for any judicial or regulatory proceeding involving or arising out of the interpretation or enforcement of this Agreement as it pertains to any state shall be the city in which the state commission that approved the Agreement for that state is located. Notwithstanding the foregoing, the Parties agree that the only proper venue in the following states is as follows: Illinois, Chicago; Michigan, Detroit; and Missouri, St. Louis.

28.0 Changes in End User Local Exchange Service Provider Selection

28.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170), and any applicable state regulation. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

28.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local Exchange Service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of Attachment 07 – Operations Support Systems (OSS) restricting access to CPNI in order to immediately provide service to such End User.

28.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), AT&T-21STATE is free to reclaim the 251(c)(3) UNE facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

28.4 When an End User of CLEC elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&T-21STATE, AT&T-21STATE shall have the right to reuse the facilities provided to CLEC. AT&T-21STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.

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

29.0 Compliance and Certification

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

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

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

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

29.5 CLEC shall provide AT&T-21STATE with CLEC's complete and valid OCNs/AECNs as assigned by NECA and ACNA as assigned by iconectiv ("Profile Codes"), for each state to which this Agreement applies. For renegotiated agreements, CLEC shall also provide a list of all OCNs/AECNs and ACNAs associated with products and services purchased prior to the Effective Date of this Agreement. CLEC shall provide the Profile Codes via the appropriate OSS, (e.g., CLEC Profile) within thirty (30) calendar days of this Agreement being approved by the applicable Commission. CLEC shall not order products or services under this Agreement until it has provided its Profile Codes as set forth in this Section.

30.0 Law Enforcement

30.1 AT&T-21STATE and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

30.1.1 Intercept Devices:

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

30.1.2 Subpoenas:

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

30.1.3 Emergencies:

30.1.3.1 If a Receiving Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the Receiving Party's switch regarding an End User of the other Party, the Receiving Party will comply with a valid

emergency request. However, neither Party shall be held liable for any claims or Losses alleged by the other Party's End Users arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

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

31.0 Relationship of the Parties/Independent Contractor

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

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

32.0 No Third Party Beneficiaries; Disclaimer of Agency

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

33.0 Subcontracting

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

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

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

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

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

34.0 Responsibility for Environmental Contamination

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

34.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-21STATE shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-21STATE or any person acting on behalf of AT&T-21STATE, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T-21STATE or any person acting on behalf of AT&T-21STATE, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-21STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-21STATE or any person acting on behalf of AT&T-21STATE.

34.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at AT&T-21STATE's request, indemnify, defend, and hold harmless AT&T-21STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.

35.0 Force Majeure

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

period of time following such an event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like Notice and proceed to perform with dispatch once the causes are removed or cease.

36.0 Taxes

36.1 Except as otherwise provided in this Section 36.0, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 36.0 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is paid by Providing Party to the respective Governmental Authority within the applicable statue of limitations periods for assessment or collection of such Tax, including extensions; provided, however, that the providing Party notifies the purchasing Party within the earlier of (i) sixty (60) days following the running of such limitations period for including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.

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

36.3 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the Providing Party shall have the right to bill, and the Purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the Purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section 36.0 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill

and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.

36.4 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 36.0, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 36.0 not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 36.0, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts.

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

36.6 All Notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 36.0 shall be sent in accordance with Section 21.0 above hereof.

36.7 AT&T Texas only: Municipal fees CLEC acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CLEC agrees that it will directly report its access lines to the Public Utility Commission of Texas, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time. CLEC agrees that its failure to comply with all Chapter 283 requirements, including any failure to provide AT&T-21STATE with a valid Adequate Proof Agreement acknowledging CLEC's obligation to pay municipal fees within thirty (30) days of AT&T-21STATE's request, shall be considered a material breach of this Agreement and shall entitle AT&T-21STATE to any and all remedies provided elsewhere in this Agreement for such a breach, including, but not limited to suspension of all order processing (other than disconnect orders).

37.0 Non Waiver

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

38.0 Network Maintenance and Management

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

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

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

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

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

38.6 Neither Party shall use any Interconnection Service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of AT&T-21STATE, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

38.7 AT&T TENNESSEE hereby commits to provide Disaster Recovery to CLEC according to the plan below.

38.7.1 AT&T TENNESSEE Disaster Recovery Plan

38.7.2 In the unlikely event of a disaster occurring that affects AT&T TENNESSEE's long-term ability to deliver traffic to a CLEC, general procedures have been developed by AT&T TENNESSEE to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time

is available on AT&T TENNESSEE's Wholesale – Southeast Region Web site. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

38.7.3 These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible. AT&T TENNESSEE reserves the right to make changes to these procedures as improvements become available or as business conditions dictate.

38.7.4 This plan will cover the basic recovery procedures that would apply to every CLEC.

38.7.5 Single Point of Contact:

38.7.5.1 When a problem is experienced, regardless of the severity, the AT&T TENNESSEE Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of AT&T TENNESSEE's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

38.7.5.2 AT&T TENNESSEE's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact AT&T TENNESSEE's ECC and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

38.7.5.3 The telephone number for the AT&T TENNESSEE Network Management Center in Atlanta, as published in iconectiv's National Network Management Directory, is 404-321-2516.

38.7.6 Identifying the Problem:

38.7.6.1 During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, AT&T TENNESSEE equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

38.7.6.2 Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the AT&T TENNESSEE NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

38.7.6.3 For long-term outages, recovery efforts will be coordinated by the ECC. Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

38.7.7 Site Control:

38.7.7.1 In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

38.7.7.2 During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

38.7.7.3 In a less catastrophic event, (i.e., the building is still standing and the cable entrance facility is usable), the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur:

38.7.7.3.1 An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

38.7.7.3.2 Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

38.7.7.3.3 Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

38.7.7.3.4 If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

38.7.8 Environmental Concerns:

38.7.8.1 In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

38.7.8.2 Items to be concerned with in a large central office building could include:

38.7.8.2.1 Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created “spill” conditions that have to be handled within state and federal regulations.

38.7.8.2.2 Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

38.7.8.2.3 Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

38.7.8.2.4 Mercury and other regulated compounds resident in telephone equipment.

38.7.8.2.5 Other compounds produced by the fire or heat.

38.7.8.3 Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

38.7.8.4 At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

38.7.8.5 In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

38.7.8.6 In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

38.7.9 The ECC (Emergency Control Center):

38.7.9.1 The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to AT&T TENNESSEE's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

38.7.9.2 In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

38.7.9.3 During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

38.7.9.4 Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

38.7.10 Recovery Procedures:

38.7.10.1 The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how AT&T TENNESSEE will proceed with restoration is whether or not AT&T TENNESSEE's equipment is incapacitated. Regardless of whose equipment is out of service, AT&T TENNESSEE will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

38.7.11 CLEC Outage:

38.7.11.1 For a problem limited to one CLEC (or a building with multiple CLECs), AT&T TENNESSEE has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, AT&T TENNESSEE can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon AT&T TENNESSEE having concurrence from the affected CLECs.

38.7.11.2 Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact AT&T TENNESSEE's resolve to re-establish traffic to the original destination as quickly as possible.

38.7.12 AT&T TENNESSEE Outage:

38.7.12.1 Because AT&T TENNESSEE's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged AT&T TENNESSEE equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

38.7.12.2 A disaster involving any of AT&T TENNESSEE's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the CO is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that

destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

38.7.12.3 The NMC would be the first group to observe a problem involving AT&T TENNESSEE's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

38.7.13 Loss of a CO:

38.7.13.1 When AT&T TENNESSEE loses a CO, the ECC will

38.7.13.1.1 Place specialists and emergency equipment on notice;

38.7.13.1.2 Inventory the damage to determine what equipment and/or functions are lost;

38.7.13.1.3 Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

38.7.13.1.4 Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T TENNESSEE or the CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T TENNESSEE Maintenance database prior to the emergency.

38.7.14 Loss of a CO with SWC Functions:

38.7.14.1 The loss of a CO that also serves as a SWC will be restored as described in Section 38.7.13.

38.7.15 Loss of a CO with Tandem Functions:

38.7.15.1 When AT&T TENNESSEE loses a CO building that serves as an Access Tandem and as a SWC, the ECC will:

38.7.15.1.1 Place specialists and emergency equipment on notice;

38.7.15.1.2 Inventory the damage to determine what equipment and/or functions are lost;

38.7.15.1.3 Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

38.7.15.1.4 Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T TENNESSEE or the CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T TENNESSEE Maintenance database prior to the emergency;

38.7.15.1.5 Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

38.7.15.1.6 Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

38.7.16 Loss of a Facility Hub:

38.7.16.1 In the event that AT&T TENNESSEE loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include:

38.7.16.1.1 Placing specialists and emergency equipment on notice;

38.7.16.1.2 Inventorying the damage to determine what equipment and/or functions are lost;

38.7.16.1.3 Moving containerized emergency equipment to the stricken area, if necessary;

38.7.16.1.4 Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T TENNESSEE or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T TENNESSEE Maintenance database prior to the emergency; and

38.7.16.1.5 If necessary, AT&T TENNESSEE will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

38.7.17 Combined Outage (CLEC and AT&T TENNESSEE Equipment):

38.7.17.1 In some instances, a disaster may impact AT&T TENNESSEE's equipment as well as the CLEC's. This situation will be handled in much the same way as described in Section 3.7.15. Since AT&T TENNESSEE and the CLEC will be utilizing temporary equipment, close coordination will be required.

38.7.18 T1 Identification Procedures:

38.7.18.1 During the restoration of service after a disaster, AT&T TENNESSEE may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, AT&T TENNESSEE may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

38.7.19 Acronyms:

CLEC	- Competitive Local Exchange Carrier
CO	- Central Office (AT&T TENNESSEE)
DS3	- Facility that carries 28 T1s (672 circuits)
ECC	- Emergency Control Center (AT&T TENNESSEE)
NMC	- Network Management Center
SWC	- Serving Wire Center (AT&T TENNESSEE switch)
T1	- Facility that carries 24 circuits
TSP	- Telecommunications Service Priority

38.7.20 Hurricane Information:

38.7.20.1 During a hurricane, AT&T TENNESSEE will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout AT&T TENNESSEE. These centers are not intended to be used for escalations, but rather to keep the CLECs informed of network related issues, area damages and dispatch conditions, etc.

38.7.20.2 Hurricane-related information can also be found on AT&T TENNESSEE's Wholesale - Southeast Region Web site by clicking on the link "Relief Information" in the special alert box located on the Web page. Additionally, information concerning Mechanized Disaster Reports can also be found by clicking on the link "Click here for information concerning Disaster Recovery Reports" on the Hurricane Relief page.

38.7.21 AT&T TENNESSEE Disaster Management Plan:

38.7.21.1 AT&T TENNESSEE maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another

geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

39.0 End User Inquiries

39.1 Except as otherwise required by Section 28.1 above, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

39.2 Except as otherwise required by Section 28.1 above, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

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

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

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

39.4 CLEC acknowledges that AT&T-21STATE may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

40.0 Expenses

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

40.2 AT&T-21STATE and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement.

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

41.0 Conflict of Interest

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

42.0 Survival

42.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 8.0 above and Section 8.4 above on Termination; 10.6 above on Cash Deposits, Section 10.7 above on Deposit Interest, Section 10.8 above on Drawing on Cash Deposits; Section 11.10 above, Escrow requirements; Sections 11.1 above thru Section 11.7 above on Billing & Payment of Charges; Section 12.0 above on Non Payment and Procedures for Disconnection, Section 14.0 above on Audits, Section 15.0 above on Warranties, Section 18.0 above Indemnity; Section 19.0 above Performance Measures; Section 20.0 above Intellectual Property/License; Section 21.0 above Notices; Section 22.0 above Publicity and Use of Trademarks or Service Marks; Section 23.0 above Confidentiality; Section 26.0 above Governing Law; Section 27.0 above Jurisdiction and Venue; Section 29.4 above CALEA Compliance; Section 36.0 above Taxes; Section 37.0 above Non Waivers and Section 44.0 below Amendments and Modifications.

43.0 Scope of Agreement

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

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

44.0 Amendments and Modifications

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

45.0 Authority

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

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

45.3 Each Person whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

46.0 Counterparts

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

47.0 Entire Agreement

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

47.2 The Parties acknowledge that CLEC is not required to purchase all types of Interconnection Services potentially available from AT&T and therefore may elect not to include all potential Attachments in the Agreement. To the extent that a provision of the General Terms and Conditions refers a type of Interconnection Service for which there is no Attachment, reference to such Interconnection Service shall have no effect.

ATTACHMENT 02 – ALL TRAFFIC – FCC ICC – NETWORK INTERCONNECTION

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for Network Interconnection, Trunking and Intercarrier Compensation for AT&T-21STATE and CLEC.

1.1.1 This Attachment describes the Network Interconnection Methods (NIM) provided by AT&T-21STATE including, the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act.

1.1.2 This Attachment describes the trunking requirements of CLEC and AT&T-21STATE. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. Described herein are the required and optional trunk groups for Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, IXC carried Meet Point Traffic, Third Party Traffic, Mass Calling, E911, Operator Services and Directory Assistance Traffic. Requirements associated with Out of Exchange Traffic are also included.

1.1.3 Intercarrier Compensation arrangements for intercarrier Telecommunications traffic exchanged between AT&T-21STATE and CLEC are provided for within this Agreement.

1.1.3.1 In AT&T-12STATE, the Intercarrier Compensation provisions of this Attachment apply to Telecommunications traffic originated and terminated between the Parties over each Party's own facilities (Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic")) or originated by CLEC over local circuit switching purchased by CLEC from AT&T-12STATE on a wholesale basis (non-resale) in a separate agreement and used in providing wireline local telephone exchange (dial tone) service to its End Users (Wholesale Local Switching Traffic).

1.1.3.2 In the AT&T SOUTHEAST REGION 9-STATE region, the Intercarrier Compensation provisions of this Attachment apply to Telecommunications traffic originated and terminated between the Parties over each Party's own facilities only (Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic")).

1.1.4 AT&T-21STATE will provide Recording, Message Processing and message detail services to a Facility-Based Provider. The terms and conditions under this Attachment will also apply when the Facility-Based Provider is the Recording Company.

2.0 Definitions

2.1 "Network Interconnection Methods (NIMs)" mean, but are not limited to, Physical Collocation, Virtual Collocation, Fiber Meet Point; and other technically feasible methods of obtaining Interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods must be used to effect the Interconnection pursuant to Section 251(c)(2) of the Act.

2.2 "Access Tandem Switch" is a switching machine within the Public Switched Telecommunications Network (PSTN) that is used to connect and switch trunk circuits between and among End Office Switches for IXC carried traffic and IntraLATA Toll Traffic as designed and used in some regions as well as switching Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic as designed and used in some regions.

2.3 "Access Usage Record (AUR)" is a message Record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to IXCs.

2.4 "Assembly and Editing" means the aggregation of recorded customer message details to create individual message Records and the verification that all necessary information required ensuring all individual message Records meet industry specifications is present.

2.5 "Billing Company" is the company that bills End Users for the charges incurred in transported calls.

2.6 "Billable Message" is a message Record containing details of a completed transported call which is used to bill an End User.

2.7 "Charge Number" means the CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling Party.

2.8 "Data Transmission" is the forwarding of Billable Message detail and/or AUR detail in EMI format over a mutually agreed upon medium to the appropriate Billing Company.

2.9 "Entrance Facilities" are the transmission facilities (typically wires or cables) that connect CLEC's network with AT&T-21STATE's network for the mutual exchange of traffic. These Entrance Facilities connect CLEC's network from CLEC's Switch or point of presence ("POP") within the LATA to the AT&T-21STATE Serving Wire Center of such Switch or POP for the transmission of telephone exchange service and/or exchange access service.

2.10 "Fiber Meet Point", operating at a mutually agreed SONET rate, is a method of interconnection utilizing fiber at a technically feasible and mutually agreed physical meet point. It also represents the point at which one carrier's responsibility for service begins and the other carrier's responsibility ends. The use of a Fiber Meet Point as a method of interconnection under 251(c)(2) of the Act is solely for the mutual exchange of 251(b)(5) local/IntraLATA traffic between the Parties.

2.11 "Interexchange Carrier (IXC) Transported" are Telecommunications Services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.12 "IntraLATA Toll Trunk Group" is a trunk group carrying only non-IXC carried IntraLATA Toll Traffic.

2.13 "ISP-Bound Traffic" is as defined in Section 6.2.2 below.

2.14 "Local/Access Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among other Central Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.

2.15 "Local Interconnection Trunk Groups" are trunks used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and AT&T-21STATE End Users. Local Interconnection Trunk Groups are established according to Telcordia Technical Reference GR 317-CORE.

2.15.1 They are established and used as two-way trunk groups in AT&T-12STATE.

2.15.2 They may be established and used as either one-way or two-way (upon mutual agreement) trunk groups in AT&T SOUTHEAST REGION 9-STATE.

2.16 "Local/IntraLATA Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.

2.17 "Local Only Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.

2.18 "Local Only Trunk Groups" are trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.

2.19 "Local Tandem" is any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.

2.20 "Meet Point Trunk Group" (AT&T-12STATE only) is a trunk group which carries traffic between the CLEC's End Users and IXCs via AT&T-12STATE Access or Local/Access Tandem Switches.

2.21 "Message Processing" is the creation of individual EMI formatted Billable Message detail Records from individual Recordings that reflect specific billing detail for use in billing the End User and/or AURs from individual Recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the IXCs. Message Processing includes performing CMDS online edits required to ensure message detail and AURs are consistent with CMDS specifications.

2.22 "Non-toll VoIP-PSTN Traffic" is a subset of VoIP-PSTN Traffic as further defined in Section 6.2 below.

2.23 "Offers Service" is when CLEC opens an NPA-NXX, ports a CLEC number to serve an End User or pools a block of numbers to serve End Users.

2.24 "Out of Exchange LEC (OE-LEC)", for purposes of this Attachment only, means CLEC when it is operating within AT&T-21STATE's incumbent local Exchange Area and also providing Telecommunications Services in another ILEC's incumbent local Exchange Area in the same LATA unless traffic is associated with Commission ordered InterLATA local calling.

2.25 "Out of Exchange Traffic" for purposes of this Attachment only, is Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic ,ISP-Bound Traffic, FX, IntraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

2.25.1 Originates from an OE-LEC End User located in another ILEC's incumbent local Exchange Area and terminates to an AT&T-21STATE End User located in an AT&T-21STATE local Exchange Area; or

2.25.2 Originates from an AT&T-21STATE End User located in an AT&T-21STATE local Exchange Area and terminates to an OE-LEC End User located in another ILEC's incumbent local Exchange Area.

2.26 "Point of Interconnection (POI)" is a point on the AT&T-21STATE network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other and also serves as a demarcation point between the facilities that each Party is physically and financially responsible to provide.

2.27 "Provision of Message Detail" is the sorting of all Billable Message detail and AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing and loading of data into files for Data Transmission to CLEC for those Records created internally or received from other Local Exchange Carrier Companies or IXCs through AT&T-21STATE's internal network or national CMDS.

2.28 "Record" means the logical grouping of information as described in the programs that process information and create the data files.

2.29 "Recording" is the creation and storage on a mutually agreed upon medium of the basic billing details of a message in AMA format converted to EMI layout.

2.30 "Recording Company" is the company that performs the functions of Recording and Message Processing of IXC transported messages and the Provision of Message Detail.

2.31 "Section 251(b)(5) Traffic" is Telecommunications traffic as defined in Section 6.2 below.

2.32 "Section 251(b)(5)/IntraLATA Toll Traffic" for purposes of this Attachment means, (i) Section 251(b)(5) Traffic and/or (ii) ISP-Bound Traffic and/or (iii) IntraLATA Toll Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

2.33 "Third Party Trunk Group" (AT&T SOUTHEAST REGION 9-STATE only) is a trunk group between CLEC and AT&T SOUTHEAST REGION 9-STATE's Tandem that is designated and utilized to transport Traffic that neither originates with nor terminates to an AT&T SOUTHEAST REGION 9-STATE End User, including interexchange traffic (whether IntraLATA or InterLATA) to/from CLEC End Users and IXCs. All such traffic is collectively referred to as Third Party Traffic.

2.34 "VoIP-PSTN" or "PSTN-VoIP Traffic" is traffic exchanged between the Parties that either originates in IP-format and terminates to the PSTN, or originates on the PSTN and terminates in IP format.

2.35 "Wholesale Local Switching Traffic" for the purposes of this Attachment, means call usage:

2.35.1 originating from a CLEC End User over local circuit switching purchased by CLEC from AT&T-21STATE on a wholesale basis and terminating to an AT&T-21STATE End User in the same ILEC Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff or other mandatory local calling area.

2.35.2 originating from an AT&T-21STATE End User and terminating over local switching purchased by CLEC from AT&T-21STATE on a wholesale basis to a CLEC End User in the same ILEC Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff or other mandatory local calling area.

3.0 Network Interconnection Methods

3.1 The Interconnection provided herein may not be used solely for the purpose of originating a Party's own interexchange traffic.

3.2 Network Interconnection Architecture Plan:

3.2.1 AT&T-21STATE's network is partly comprised of End Office Switches, Local Only Tandem Switches (AT&T-10STATE), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches and Access Tandem Switches. AT&T-21STATE's network architecture in any given local Exchange Area and/or LATA can vary markedly from another local Exchange Area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and AT&T-21STATE's End Office Switch(es) and/or Tandem Switch(es) to be interconnected, the facilities that will connect the two (2) networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local Exchange Area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

3.2.2 The Parties may utilize any method of Interconnection described in this Attachment. Unless otherwise specified in this Attachment, each Party is financially responsible for the provisioning of facilities on its side of the negotiated POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility to its side of the POI(s). The Parties agree to provide sufficient facilities for the trunk groups required in Section 4.0 below for the exchange of traffic between CLEC and AT&T-21STATE.

3.2.2.1 For each NXX code used by either Party, the Party that owns the NXX (or pooled code block) must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide Foreign Exchange (FX) service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its Foreign Exchange service customers and such code's geographic area.

3.2.3 Types of Points of Interconnection:

3.2.3.1 A "Tandem Serving Area (TSA)" is an AT&T-21STATE area defined by the sum of all local calling areas served by AT&T-21STATE End Offices that subtend an AT&T-21STATE Tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

3.2.3.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated POI within AT&T-21STATE's network in the LATA where CLEC Offers Service.

3.2.3.3 A "Single POI" is a single point of Interconnection within a LATA on AT&T-21STATE's network that is established to interconnect AT&T-21STATE's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

3.2.3.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.

3.2.3.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:

3.2.3.5.1 at an AT&T-21STATE TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-21STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months; or

3.2.3.5.2 at an AT&T-21STATE End Office in a local calling area not served by an AT&T-21STATE Tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

3.2.3.6 The additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met.

3.2.4 A Party seeking to change the physical architecture plan shall provide thirty (30) calendar days advance written Notice of such intent. After Notice is served, the normal project planning process as described in Section 3.0 above will be followed for all physical architecture plan changes.

3.2.5 CLEC is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, Third Party and Meet Point Trunk Groups.

3.2.6 Technical Interfaces:

3.2.6.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8-Zero Substitution with Extended Superframe (B8ZS ESF) format framing or any mutually agreeable line coding and framing.

3.3 Methods of Interconnection:

3.3.1 Physical and Virtual Collocation - Attachment 12 - Collocation describes the terms and conditions for Interconnection via Collocation.

3.3.2 Leased Entrance Facilities:

3.3.2.1 When CLEC does not elect to collocate transport terminating equipment at an AT&T-21STATE Tandem or End Office, CLEC may self provision facilities, deploy third party interconnection facilities, or lease existing Entrance Facilities from AT&T-21STATE.

3.3.2.2 AT&T-21STATE shall provide CLEC existing Entrance Facilities when used solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act, i.e., for the transmission and routing of telephone exchange service and/or exchange access service, at the rates set forth in the Pricing Sheets. An Entrance Facility is existing if, at the time of CLEC's

request, the facility is present in AT&T-21STATE's network and available for use as an Entrance Facility and no special construction is required.

3.3.2.3 CLEC may not purchase Entrance Facilities pursuant to this Agreement for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between CLEC's customer and CLEC's switch, or to carry traffic to and from its own end users), or (iii) 911, OS/DA, High Volume Call In ("HVCI"), Third Party and Meet Point Trunk Groups.

3.3.2.4 CLEC must submit Access Service Requests ("ASRs") to AT&T-21STATE to perform conversions for reclassifications of the wholesale service or group of wholesale services to an Entrance Facility purchased pursuant to this Agreement and at the rates referenced in the Pricing Sheets. AT&T-21STATE will follow project guidelines as described in Section 4.7.

3.3.2.5 Entrance Facility Audits:

3.3.2.5.1 AT&T-21STATE may audit CLEC's compliance with the use of Entrance Facilities for Interconnection purposes by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis (consecutive 12 month period following the commencement of an audit), CLEC's compliance with the conditions set forth in Sections 3.3.2.1–3.3.2.4 above ("Entrance Facility Requirements").

3.3.2.5.2 AT&T-21STATE will send such Audit Notice to CLEC no less than thirty (30) calendar days prior to the date upon which AT&T-21STATE seeks to commence an audit and shall identify the independent auditor.

3.3.2.5.3 The independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Entrance Facility Requirements.

3.3.2.5.4 The independent auditor's report will conclude whether CLEC complied in all material respects with the Entrance Facility Requirements. AT&T-21STATE shall provide CLEC with a copy of the independent auditor's report within ten (10) business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed.

3.3.2.5.5 If the auditor's report concludes that CLEC failed to comply with the Entrance Facility Requirements, CLEC must:

3.3.2.5.5.1 submit orders to AT&T-21STATE to either convert all noncompliant Entrance Facilities to the equivalent or substantially similar wholesale service or disconnect non-compliant facilities within 45 days of the date CLEC receives a copy of the auditor's report;

3.3.2.5.5.2 remit payment in accordance with the payment provisions of the Agreement for true-up charges assessed by AT&T-21STATE for the difference between the amount billed by AT&T-21STATE and the amount that AT&T-21STATE would have billed had CLEC purchased the Entrance Facilities from the applicable AT&T-21STATE tariff at month-to-month rates plus late payment charges from the date that the noncompliance of the Entrance Facility Requirements, in whole or in part, began. AT&T-21STATE reserves its rights to make the effective bill date for conversions 45 days after CLEC's receipt of a copy of the auditor's report;

3.3.2.5.5.3 reimburse AT&T-21STATE for 100% of the cost of the independent auditor if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated. If the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse AT&T-21STATE in an amount that is in direct proportion to the number of circuits found to be non-compliant.

3.3.2.5.6 With respect to any noncompliant Entrance Facility for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the Commission within such 45-day time period, AT&T-21STATE may initiate and effect such a conversion. AT&T-21STATE will take reasonable steps to avoid disruption to CLEC's customers' service or degradation in service quality in the case of conversion. AT&T-21STATE reserves its rights to make the effective bill date for conversions 45 days after CLEC's receipt of a copy of the auditor's report. In no event shall rates set under Section 252(d)(1) apply for the use of any Entrance Facility for any period in which the Entrance Facility does not meet the Entrance Facility Requirements.

3.3.2.5.7 If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC shall provide Notice requesting dispute resolution to AT&T-21STATE. Such dispute resolution discussions shall be completed with fourteen (14) days. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. At the conclusion of this fourteen (14) day period, CLEC may file a complaint at the Commission.

3.3.2.5.8 If CLEC initiates a proceeding at the Commission, CLEC may elect to pay into an escrow account the true up amount, and on a monthly basis prospectively the difference between the rates set forth in the Agreement and the month-to-month rates in the applicable AT&T-21STATE tariff in lieu of AT&T converting the Entrance Facilities identified in CLEC's dispute resolution before the Commission pending resolution. If the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&T-21STATE and AT&T-21STATE shall retain any disputed amounts already paid by CLEC in addition to late payment charges.

3.3.3 Fiber Meet Point:

3.3.3.1 Fiber Meet Point between AT&T-21STATE and CLEC can occur at any mutually agreeable and technically feasible point at an AT&T-21STATE Tandem or End Office building within each LATA.

3.3.3.2 When the Parties agree to Interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized (in a Unidirectional Path Switched Ring (UPSR) software configuration for AT&T SOUTHEAST REGION 9-STATE). Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.

3.3.3.3 Neither Party will be allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.3.4 Requirements for Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.3.5 In addition to the semi-annual trunk forecast process, discussed in Section 4.0 below, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned to accommodate the verified and agreed upon trunk forecast for the Local Interconnection Trunk Group(s).

3.3.3.6 The Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.3.7 CLEC will provide fiber cable to the last entrance (or AT&T-21STATE designated) manhole at the AT&T-21STATE Tandem or End Office building. AT&T-21STATE shall make all necessary preparations in the manhole to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of fiber cable for AT&T-

21STATE to pull through to the AT&T-21STATE cable vault. CLEC shall deliver and maintain such strands at its own expense up to the POI. AT&T shall take the fiber from the manhole and terminate it inside AT&T-21STATE's Tandem or End Office building at the cable vault at AT&T-21STATE's expense. In this case, the POI shall be at the AT&T-21STATE designated manhole location. Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.3.3.8 CLEC and AT&T-21STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities and the necessary processes to implement facilities as indicated in Section 4.0 below of this document.

3.3.3.9 Electrical handoffs for Fiber Meet Point will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-21STATE will provide any multiplexing required for DS1 facilities or trunking at its end and CLEC will provide any DS1 multiplexing required for facilities or trunking at its end.

3.4 Responsibilities of the Parties:

3.4.1 For each local Interconnection within an AT&T-21STATE area, CLEC shall provide written notice to AT&T-21STATE of the need to establish Interconnection in each local Exchange Area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T MIDWEST REGION 5-STATE, AT&T SOUTHEAST REGION 9-STATE and AT&T WEST REGION 2-STATE). CLEC shall provide all applicable network information on forms acceptable to AT&T-21STATE (as set forth in AT&T-21STATE's CLEC Handbook, published on the AT&T CLEC Online website).

3.4.2 Upon receipt of CLEC's Notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 3.2.1 above. The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

3.4.3 Either Party may add or remove switches. The Parties shall provide one hundred and twenty (120) calendar days written Notice to establish such Interconnection; and the terms and conditions of this Attachment will apply to such Interconnection.

3.4.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI.

4.0 Interconnection Trunking

4.1 Provisioning and Administration of Trunk Groups:

4.1.1 CLEC shall issue ASRs for two-way trunk groups and for one-way trunk groups originating at CLEC's switch. AT&T-21STATE shall issue ASRs for one-way trunk groups originating at the AT&T-21STATE switch.

4.1.2 Trunk groups for ancillary services (e.g., OS/DA, BLVI, High Volume Call In and E911) and Meet Point or Third Party (as appropriate) Trunk Groups can be established between CLEC's switch and the appropriate AT&T-21STATE Tandem Switch as further provided in this Section 4.0.

4.1.3 Signaling Protocol:

4.1.3.1 SS7 Signaling is AT&T-21STATE's preferred method for signaling. Where MF signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by AT&T-21STATE, they will be provided in accordance with the provisions of the applicable access tariffs.

4.1.3.2 Where MF signaling is currently used, the Parties agree to interconnect their networks using MF or dual tone MF (DTMF) signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. AT&T-21STATE will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7

inter-working or the signaling protocol required for Interconnection with CLEC employing MF signaling.

4.1.4 The number of digits to be exchanged by the Parties shall be ten (10) unless otherwise mutually agreed.

4.1.5 Where available, a trunk group utilization report (TIKI) may be accessed from the AT&T CLEC Online website. The report is provided in an MS-Excel format.

4.2 Embedded Base-One-Way trunks (AT&T-12STATE only):

4.2.1 AT&T-12STATE acknowledges that CLEC may have an embedded base of one-way trunks ordered and installed prior to the Effective Date of this Agreement that were used for termination of CLEC's Section 251(b)(5)/IntraLATA Toll Traffic to AT&T-12STATE (Embedded Base). To the extent that CLEC has such an Embedded Base, CLEC shall only augment trunk groups in the Embedded Base with the mutual agreement of the Parties. CLEC shall not order any new one-way trunk groups following the Effective Date of this Agreement. Moreover, the Parties agree that the Embedded Base will be converted to two-way trunk groups under the following circumstances:

4.2.1.1 With reasonable notification from AT&T-12STATE and upon AT&T-12STATE's request, CLEC shall convert all of its Embedded Base to two-way trunks.

4.2.1.2 At any time an Embedded Base trunk group (either originating or terminating) requires augmentation, AT&T-12STATE can require the associated originating and terminating trunks to be converted to a single two-way trunk group prior to the augmentation.

4.2.1.3 When any network changes are to be performed on a project basis (i.e., central office conversions, tandem re-homes, etc.), upon request and reasonable notice by AT&T-12STATE, CLEC will convert all of its Embedded Base affected by the project within the intervals and due dates required by the project parameters.

4.2.1.4 In addition to the foregoing, CLEC may choose, at any time, to convert its Embedded Base to two-way trunk groups.

4.2.1.5 The Parties will coordinate any trunk group migration, trunk group prioritization and implementation schedule. AT&T-12STATE agrees to develop a cutover plan within thirty (30) days of notification to CLEC of the need to convert pursuant to Section 4.2.1.1 above and Section 4.2.1.3 above.

4.3 Establishment of Local Only and Local Interconnection Trunk Groups Per Region:

4.3.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups described in this Section 4.3 shall be used to transport traffic between CLEC End Users and AT&T-21STATE End Users.

4.3.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: AT&T SOUTHWEST REGION 5-STATE. These trunk groups will utilize SS7 where available and multi-frequency (MF) signaling protocol where SS7 is not available.

4.3.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch in the local Exchange Area. Inter-Tandem switching is not provided.

4.3.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC's switch and each AT&T SOUTHWEST REGION 5-STATE Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local Exchange Area. Inter-Tandem switching is not provided.

4.3.2.3 AT&T SOUTHWEST REGION 5-STATE reserves the right to initiate a one-way IntraLATA Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local Exchange Area in which CLEC is interconnected.

4.3.2.4 Where traffic from CLEC switch to an AT&T SOUTHWEST REGION 5-STATE End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the AT&T SOUTHWEST REGION 5-STATE End Office. Once such trunks are provisioned, traffic from CLEC to AT&T SOUTHWEST REGION 5-STATE must be redirected to route first to the Direct End Office Trunk Group (DEOT) with overflow traffic alternate routed to the appropriate AT&T SOUTHWEST REGION 5-STATE Tandem that switches Section 251(b)(5)/IntraLATA Toll

Traffic. If an AT&T SOUTHWEST REGION 5-STATE End Office does not subtend an AT&T SOUTHWEST REGION 5-STATE Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic, a direct final DEOT will be established by CLEC and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.

4.3.2.5 A Local Interconnection Trunk Group shall be established from CLEC's switch to each AT&T SOUTHWEST REGION 5-STATE End Office in a local Exchange Area that has no Local Tandem. This trunk group shall be established as a direct final.

4.3.2.6 When AT&T SOUTHWEST REGION 5-STATE has a separate Local Only Tandem Switch(es) in the local Exchange Area and a separate Access Tandem Switch that serves the same local Exchange Area, a two-way IntraLATA Toll Trunk Group shall be established to the AT&T SOUTHWEST REGION 5-STATE Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch.

4.3.2.7 Each Party shall deliver to the other Party over the Local Only Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.

4.3.3 Local Only and/or Local Interconnection Trunk Group(s) in each LATA: AT&T MIDWEST REGION 5-STATE, AT&T SOUTHEAST REGION 9-STATE, and AT&T WEST REGION 2-STATE:

4.3.3.1 Tandem Trunking - AT&T MIDWEST REGION 5-STATE and AT&T WEST REGION 2-STATE:

4.3.3.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all AT&T MIDWEST REGION 5-STATE and AT&T WEST REGION 2-STATE Local Only Tandems in the LATA for calls destined to or from all AT&T MIDWEST REGION 5-STATE End Offices that subtend the designated Tandem. These trunk groups shall be two-way and will utilize SS7 signaling.

4.3.3.1.2 In AT&T MIDWEST REGION 5-STATE and AT&T WEST REGION 2-STATE all Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on two-way Local Interconnection Trunk Groups using SS7 signaling. These trunk groups shall be established at all Local/IntraLATA and Local/Access Tandem switches in AT&T MIDWEST REGION 5-STATE and at the Access Tandem Switches in AT&T WEST REGION 2-STATE in the LATA, for calls destined to or from End Offices that subtend each Tandem.

4.3.3.1.3 A Local Interconnection Trunk Group shall be established from CLEC's switch to each AT&T MIDWEST REGION 5-STATE and each AT&T WEST REGION 2-STATE End Office in any LATA where the AT&T MIDWEST REGION 5-STATE and AT&T WEST REGION 2-STATE End Office does not subtend an AT&T MIDWEST REGION 5-STATE and AT&T WEST REGION 2-STATE Local Tandem. This trunk group shall be established as a direct final.

4.3.3.2 Tandem Trunking - AT&T SOUTHEAST REGION 9-STATE:

4.3.3.2.1 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at each AT&T SOUTHEAST REGION 9-STATE Access Tandem in the LATA where CLEC homes its NPA/NXX codes for calls destined to or from all AT&T SOUTHEAST REGION 9-STATE End Offices that subtend the designated Tandem. These trunk groups shall be one-way except where two-way trunks have been mutually agreed and will utilize SS7 signaling. Where CLEC does not interconnect at every Access Tandem switch location in the LATA, CLEC must use Multiple Tandem Access (MTA) to route traffic to End Users through those Tandems within the LATA to which CLEC is not interconnected. To utilize MTA, CLEC must establish Local Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T SOUTHEAST REGION 9-STATE will route CLEC originated 251(b)(5)/IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described in Section 6.4 below.

4.3.4 Direct End Office Trunking:

4.3.4.1 DEOTs transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an AT&T-21STATE End Office and are not switched at a Tandem location. When actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks CLEC shall establish the following:

4.3.4.1.1 a two-way DEOT in AT&T-12STATE;

4.3.4.1.2 a one-way DEOT in AT&T SOUTHEAST REGION 9-STATE (except where the parties have agreed to use two-way trunks.)

4.3.4.2 Once such trunks are provisioned, traffic from CLEC to AT&T-21STATE must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T-21STATE Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic. If an AT&T-21STATE End Office does not subtend an AT&T-21STATE Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic, a direct final DEOT will be established by CLEC and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.

4.3.4.3 All traffic received by AT&T-21STATE on the DEOT from CLEC must terminate in the End Office, (i.e., no Tandem switching will be performed in the End Office). Where End Office functionality is provided in a remote End Office switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch.

4.3.5 Meet Point Trunk Group - AT&T-12STATE:

4.3.5.1 IXC carried traffic shall be transported between CLEC's switch and the AT&T-12STATE Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and IXCs via an AT&T-12STATE Access Tandem Switch or Local/Access Tandem Switch.

4.3.5.2 Meet Point Trunk Groups shall be provisioned as two-way and each Party is responsible for delivering traffic utilizing SS7 signaling, except MF signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.

4.3.5.3 When AT&T-12STATE has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to every AT&T-12STATE Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s) or is the code holder of a pooled code block.

4.3.5.4 AT&T-12STATE will not block switched access traffic delivered to any AT&T-12STATE Access Tandem Switch or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any AT&T-12STATE Access Tandem Switch or Local/Access Tandem Switch that CLEC's switch subtends in each LATA. In no event will AT&T-12STATE be required to route such traffic through more than one of its Tandem Switches for connection to/from switched access customers. AT&T-12STATE shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.

4.3.5.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, AT&T-12STATE will pass all SS7 signaling information including, without limitation, Calling Party Number (CPN) if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, carrier identification codes (CIC) (CCS platform) and CIC/OZZ information (non SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum (OBF) adopted standards pertaining to TNS and CIC/OZZ codes.

4.3.5.6 Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s).

4.3.6 Third Party Trunk Group - AT&T SOUTHEAST REGION 9-STATE:

4.3.6.1 Third Party Traffic trunks shall be two-way trunks and must be ordered by CLEC to deliver and receive Third Party Traffic. Establishing Third Party Traffic trunks at Access and Local Tandems provides Intra-Tandem Access to the Third Party also interconnected at those Tandems. CLEC shall be responsible for all recurring and nonrecurring charges associated with Third Party Traffic trunks and facilities.

4.3.7 800/(8YY) Traffic - AT&T-21STATE:

4.3.7.1 If CLEC chooses AT&T-21STATE to handle 800/(8YY) database queries from AT&T-21STATE's switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Groups or the Third Party Trunk Groups. This traffic will include a combination of both IXC 800/(8YY) service and CLEC 800/(8YY) service which will be identified and segregated by carrier through the database query function in the AT&T-21STATE Access or Local/Access Tandem Switch.

4.3.7.2 Where CLEC requests that AT&T-21STATE perform the Service Switching Point (SSP) function (e.g., the database query) on originating Toll Free Service 800/(8YY) calls, all such calls shall be delivered using GR-394 format over the Meet Point Trunk Group or over the Third Party Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.3.7.3 CLEC may handle its own 800/(8YY) database queries from its own switch. Where it does so, CLEC will determine the nature of the 800/(8YY) call (local/intraLATA or IXC-carried) based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to AT&T-21STATE over the Local Interconnection Trunk Group and shall provide an 800/(8YY) billing Record to AT&T-21STATE. If the query reveals the call is an IXC-carried 800/(8YY) number, CLEC shall route the post-query IXC-carried call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group or Third Party Trunk Group, as appropriate, to carriers not directly connected to its network but which are connected to AT&T-21STATE's Access or Local/Access Tandem Switch. Calls will be routed to AT&T-21STATE over the appropriate trunk group as defined above, within the LATA in which the calls originate.

4.3.7.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to AT&T-21STATE, shall be delivered using GR-394 format over the Meet Point Trunk Group or over the Third Party Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.

4.3.8 E911 Trunk Group:

4.3.8.1 Attachment 05 - 911/E911 specifies E911 trunk group requirements.

4.3.9 High Volume Call In (HVCI)/Mass Calling (Choke) Trunk Group - AT&T-21STATE:

4.3.9.1 CLEC must establish a dedicated trunk group to the designated Public Response HVCI/Mass Calling Network Access Tandem in each Serving Area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent (1%) blocking standard described elsewhere in this Attachment. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

4.3.9.1.1 Upon demonstration that the CLEC switch is unable to utilize MF signaling, the CLEC may utilize SS7 signaling for its HVCI/Mass Calling Trunk Group.

4.3.9.2 The HVCI trunk group shall be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

4.3.9.3 If CLEC should acquire a HVCI/Mass Calling customer, (e.g., a radio station) CLEC shall notify AT&T-21STATE at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-21STATE HVCI/Mass Calling Serving Office to the CLEC End User's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

4.3.9.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with AT&T-21STATE the assignment of the HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify AT&T-21STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T-21STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&T-21STATE Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.

4.3.10 Operator Services/Directory Assistance/Inward Assistance Operator Services Trunk Group(s):

4.3.10.1 Attachment 06 - Customer Information Services specifies the trunk group requirements for Operator Services/Directory Assistance/Inward Assistance Operator Services.

4.4 Trunk Forecasting Responsibilities:

4.4.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Attachment. AT&T-21STATE shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1st and July 1st of each year in order to be considered in the semi-annual publication of the AT&T-21STATE General Trunk Forecast. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

4.4.2 The semi-annual forecasts shall include:

4.4.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Attachment for a minimum of three (3) (current plus two (2) future) years; and

4.4.2.2 A description of major network projects anticipated for the next six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than eight (8) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.4.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.

4.4.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

4.4.3 CLEC shall be responsible for forecasting two-way trunk groups. AT&T-21STATE shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to AT&T-21STATE, unless otherwise specified in this Attachment.

4.4.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

4.5 Trunk Design Blocking Criteria:

4.5.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in the Table below. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

Trunk Group Type	Design Blocking Objective
Local Interconnection Trunk Group – Direct End Office (Primary High)	ECCS[1]
Local Interconnection Trunk Group – Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch) (AT&T-12STATE only)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%
Third Party (AT&T SOUTHEAST REGION 9-STATE only)	1%

4.6 Trunk Servicing:

4.6.1 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the OBF of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

4.6.2 Orders greater than eight (8) DS1s shall be submitted as a project as described in Section 4.7 below.

4.6.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

[1] During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

4.6.3.1 In A Blocking Situation (Over-utilization):

4.6.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T-21STATE will issue a TGSR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.

4.6.3.1.2 In a blocking situation, AT&T-21STATE is responsible for issuing ASRs on one-way AT&T-21STATE originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TGSR. AT&T-21STATE will issue an ASR within three (3) business days after receipt and review of the TGSR.

4.6.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to CLEC for the final trunk group and all subtending high usage trunk groups that are contributing any amount of overflow to the alternate final route.

4.6.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to CLEC. If a direct final Third Party Trunk Group is at ninety percent (90%) utilization, a TGSR may be sent to CLEC.

4.6.3.2 Underutilization:

4.6.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups, Third Party Trunk Group and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

4.6.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group, Third Party Trunk Group or a Meet Point Trunk Group is under sixty-five percent (65%) of CCS capacity on a monthly average basis for AT&T-12STATE or under eighty percent (80%) for AT&T SOUTHEAST REGION 9-STATE, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group, Third Party Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity for AT&T-12STATE or not less than fifteen percent (15%) for AT&T SOUTHEAST REGION 9-STATE. In all cases, grade of service objectives shall be maintained.

4.6.3.2.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups, Third Party Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

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

4.6.3.2.1.4 If AT&T-21STATE does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T-21STATE will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-21STATE reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, Third Party Trunk Groups or Meet Point Trunk Groups.

4.6.4 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T-21STATE for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status and a joint planning discussion conducted. The Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business Days from ASR receipt will require the ordering Party to supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

4.7 Projects:

4.7.1 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-21STATE and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection, Third Party or Meet Point Trunk Groups and service in an area, NXX code moves, rehomes, facility grooming, or network rearrangements.

4.7.1.1 Orders that comprise a project (i.e., greater than eight (8) DS1s) shall be submitted at the same time and their implementation shall be jointly planned and coordinated.

4.7.2 Projects - Tandem Rehomes/Switch Conversion/Major Network Projects:

4.7.2.1 AT&T-21STATE will advise CLEC of all projects significantly affecting CLEC trunking. Such projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least six (6) months prior to the project due dates. AT&T-21STATE may follow with a TGSR approximately four (4) to six (6) months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-21STATE ceasing to deliver traffic until the ASR(s) are received and processed.

5.0 Out of Exchange Traffic

5.1 Interconnection services are available for the purposes of exchanging traffic to/from a non-AT&T-21STATE incumbent exchange in accordance with this Section 5.0.

5.2 The Parties acknowledge and agree that AT&T-21STATE is only obligated to make available Interconnection under Section 251(c)(2) of the Act to CLEC at technically feasible points within AT&T-21STATE's network and not in locations, such as territories of other ILECs, where AT&T-21STATE does not maintain a network. Other Attachments to this Agreement set forth the terms and conditions pursuant to which AT&T-21STATE agrees to provide CLEC with access to Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-21STATE's incumbent local Exchange Areas for the provision of CLEC's Telecommunications Services.

5.3 For purposes of this Attachment, OE-LEC intends to operate and/or provide Telecommunications Services outside of AT&T-21STATE incumbent local Exchange Areas and desires to interconnect OE-LEC's network with AT&T-21STATE's network(s).

5.4 For purposes of this Attachment, OE-LEC agrees to interconnect with AT&T-21STATE pursuant to Section 251(a) of the Act.

5.5 Network Connections For Out of Exchange Traffic:

5.5.1 OE-LEC represents that it operates as a CLEC within AT&T-21STATE Exchange Areas and has a POI located within AT&T-21STATE Exchange Areas for the purpose of providing telephone Exchange Service and Exchange Access in such AT&T-21STATE Exchange Areas. Based upon the foregoing, the Parties agree that AT&T-21STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T-21STATE will accept OE-LEC's Out of Exchange Traffic at its Tandem Switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of Exchange Areas to or from AT&T-21STATE's End Offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic that is exchanged between the End Users of OE-LEC and AT&T-21STATE, the Parties agree to establish a direct End Office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T-21STATE End Office.

5.5.2 OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T-21STATE serving Tandem in a LATA. This requirement may be waived upon mutual agreement of the Parties.

5.5.2.1 In AT&T SOUTHEAST REGION 9-STATE, where CLEC does not interconnect at every AT&T serving Tandem in a LATA, CLEC must use Multiple Tandem Access (MTA) to route traffic in accordance with Section 4.3.3.3.1 above.

5.5.3 Transport facilities for 911, Mass Calling, OS/DA, Third Party and Meet Point Trunk Groups are the responsibility of OE-LEC from OE-LEC to the serving Tandem or platform that provides each such service type.

5.5.4 OE-LEC shall route originating Out of Exchange Traffic to the serving Tandem as defined by the Tandem owner in the LERG.

5.5.5 If AT&T-21STATE is not the serving Tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T-21STATE End Office.

5.5.6 Except as otherwise provided in this Section 5.0, for OE-LEC originated/AT&T-21STATE terminated traffic or AT&T-21STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to the other Party and/or not routed in accordance with this Section 5.0, the Parties will work cooperatively to correct the problem.

5.5.7 AT&T-21STATE shall not compensate any Third Party Local Exchange Carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-21STATE (as reflected in the LERG). The obligation to correctly route traffic also includes traffic that is destined to End Offices that do not subtend an AT&T-21STATE Tandem. Any compensation due AT&T-21STATE for such misrouted traffic shall be paid by OE-LEC. AT&T-21STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

5.5.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.

5.5.9 Connection of a trunk group from OE-LEC to AT&T-21STATE's Tandem(s) will provide OE-LEC access to End Offices, IXCs, LECs, CMRS providers and NXXs which subtend that Tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party access only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties access only to the NXXs that are served by that End Office(s).

5.5.9.1 In AT&T SOUTHEAST REGION 9-STATE, if OE-LEC does not choose Access Tandem interconnection at every AT&T SOUTHEAST REGION 9-STATE Access Tandem within a LATA, OE-LEC must utilize AT&T SOUTHEAST REGION 9-STATE's MTA Interconnection. To utilize MTA, OE-LEC must establish an interconnection trunk group(s) at a minimum of one AT&T SOUTHEAST REGION 9-STATE Access Tandem within each LATA as required.

5.5.10 AT&T-21STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-21STATE Exchange Areas, in AT&T-21STATE Tandems and End Offices using AT&T-21STATE's standard code opening timeframes.

5.6 Intercarrier Compensation for Out of Exchange Traffic:

5.6.1 The compensation arrangement for Out of Exchange Traffic exchanged between the Parties is described in Section 6.0 below.

5.7 InterLATA Section 251(b)(5) Traffic:

5.7.1 AT&T-21STATE will exchange AT&T-21STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-21STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the Exchange Area Boundary (EAB), (iii) via a mutually agreed to meet point facility within the AT&T-21STATE Exchange Area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T-21STATE exchange, AT&T-21STATE shall exchange such traffic using a two-way Direct Final (DF) trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T-21STATE will not provision or be responsible for facilities located outside of AT&T-21STATE Exchange Areas.

5.7.2 The Parties agree that the AT&T-21STATE InterLATA Section 251(b)(5) Traffic from each AT&T-21STATE End Office will not overflow to an alternate route.

5.7.3 OE-LEC must provide AT&T-21STATE a separate Access Customer Terminal Location (ACTL) and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

6.0 Intercarrier Compensation

6.1 Responsibilities of the Parties:

6.1.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) and in accordance with Section 6.1.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

6.1.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

6.1.3 For traffic which is originated by one Party to be terminated on the other Party's network in AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.

6.1.4 For those CLEC to AT&T WEST REGION 2-STATE call usage based charges where actual charge information is not determinable by AT&T WEST REGION 2-STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the CLEC to AT&T WEST REGION 2-STATE traffic is unidentifiable, the Parties will

jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the CLEC in accordance with Section 6.13.2 or a default factor of fifty percent (50%) will be applied.

6.1.5 For AT&T SOUTHEAST REGION 9-STATE, each Party will report to the other Percent Interstate Usage (PIU), Percent Local Usage (PLU) and Percent Local Facility (PLF) factors in order to determine the appropriate charges to be billed to the originating Party in accordance with Section 6.13.3 below.

6.1.6 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T-21STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&T-21STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-21STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&T-21STATE will not be required to function as a billing intermediary, (e.g., clearinghouse). AT&T-21STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.

6.1.7 Notwithstanding the classification of traffic under this Attachment, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications services to its End Users.

6.1.8 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, IntraLATA Toll Traffic, Non-toll VoIP-PSTN Traffic and Wholesale Local Switching Traffic in AT&T-12STATE, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Attachment and the Pricing Schedule and/or the applicable switched access tariffs.

6.1.9 To the extent that the Parties are not currently exchanging traffic in a given LATA or local calling area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the Interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Attachment.

6.1.10 The Parties acknowledge that Section 6.0 above addresses the method of compensation for traffic properly exchanged by the Parties under this Agreement.

6.2 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP Bound Traffic:

6.2.1 For purposes of this Agreement, Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic shall mean Telecommunications traffic exchanged over the Parties' own facilities in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

6.2.2 For purposes of this Agreement, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between CLEC and AT&T-21STATE over each Party's own facilities in which the originating End User of one Party and the ISP served by the other Party are:

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

6.2.2.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory EAS, mandatory ELCS or other types of mandatory expanded local calling scopes.

6.2.3 AT&T-21STATE made an offer (the "Offer") to all Telecommunications carriers to exchange Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

6.2.4 In AT&T-21STATE, the Parties agree to compensate each other for Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic at the FCC's interim ISP terminating compensation rate as set forth in the Pricing Sheets until June 30, 2017.

6.2.5 Beginning July 1, 2017, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing an Unified Intercarrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) the Parties will implement bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP Bound Traffic as set forth in the Pricing Sheets.

6.2.6 CLEC shall only be paid End Office Switching rate element(s).

6.2.7 For purposes of this Section 6.2.10, all Section 251(b)(5) Traffic, all Non-toll VoIP-PSTN Traffic, all ISP-Bound Traffic and all Wholesale Local Switching Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 6.13 below.

6.2.7.1 Each Party will invoice the other Party on a monthly basis for combined Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in the Pricing Schedules.

6.3 Intercarrier Compensation for Wholesale Local Switching Traffic for AT&T-12STATE

6.3.1 Where CLEC purchases local switching from AT&T-21STATE either on a stand alone basis or in combination pursuant to the terms of a separately negotiated commercial agreement (herein after referred to as "Wholesale Local Switching" or "switching on a wholesale basis"), CLEC shall establish agreements with and will deal directly with Third Party carriers, such as independent companies, ILECs, CMRS or wireless carriers and other CLECs, for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T-21STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.

6.3.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T-12STATE and CLEC when CLEC purchases local switching from AT&T-12STATE on a wholesale basis:

6.3.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

6.3.2.2 For interswitch Wholesale Local Switching Traffic exchanged between AT&T-12STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T-12STATE End User, such traffic shall be paid for reciprocally at the rate applicable for 251(b)(5) and ISP-Bound Traffic, set forth in the Pricing Sheets.

6.3.3 The following intercarrier compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases Wholesale Local Switching.

6.3.3.1 For calls terminating to Third Parties, such as other CLECs, wireless carriers and independent companies, CLEC shall establish agreements with and will deal directly with Third Party carriers for purposes of intercarrier compensation for calls originated by or terminated to the End Users served by such arrangements. If CLEC does not have such an agreement with a Third Party carrier and AT&T SOUTHEAST REGION 9-STATE is charged termination charges by a Third Party terminating a call originated by CLEC, or if such Third Party carrier bills AT&T SOUTHEAST REGION 9-STATE for terminating such calls, despite the existence of such an agreement, then AT&T SOUTHEAST REGION 9-STATE may, at its option:

6.3.3.1.1 Pay such charges as billed by the Third Party carrier and charge End Office Switching or its equivalent to CLEC as set forth in the Pricing Sheet; or

6.3.3.1.2 Pay such charges as billed by the Third Party carrier and CLEC will reimburse the full amount of such charges within thirty (30) days of AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.

6.3.3.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE on a wholesale basis.

6.3.3.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

6.3.3.3 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic originated by CLEC, intercarrier compensation shall apply as follows:

6.3.3.3.1 For interswitch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T SOUTHEAST REGION 9-STATE End User or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services in the AT&T SOUTHEAST REGION 9-STATE area, CLEC shall compensate AT&T for such traffic at the End Office Switching rate or its equivalent as set forth in the Pricing Sheet.

6.3.3.3.2 For calls originated by a Third Party and terminating to CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge the originating CLEC for End Office Switching or its equivalent as set forth in the Pricing Sheet at the terminating end office. AT&T SOUTHEAST REGION 9-STATE shall not charge the terminating CLEC for End Office Switching or its equivalent at the terminating end office.

6.3.3.4 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic terminated by CLEC, intercarrier compensation shall apply as follows:

6.3.3.4.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC may not charge AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.

6.3.3.4.2 For calls originated by a Third Party CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC shall not charge the originating CLEC or AT&T SOUTHEAST

REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.

6.3.3.5 For intraLATA 1+ dialed Wholesale Local Switching Traffic terminating to CLEC where the originating carrier uses AT&T SOUTHEAST REGION 9-STATE's Carrier Identification Code (CIC) for its End User's LPIC, then intercarrier compensation shall apply as follows:

6.3.3.5.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Sheet at the terminating end office for use of the end office switching network components used in terminating such calls. CLEC may charge AT&T SOUTHEAST REGION 9-STATE for intercarrier compensation at the rate for End Office Switching or its equivalent as set forth in the Pricing Sheet. CLEC shall not charge originating or terminating switched access rates to AT&T SOUTHEAST REGION 9-STATE for termination of those calls.

6.3.3.6 For intraLATA 1+ dialed Wholesale Local Switching Traffic originated by CLEC where CLEC uses AT&T SOUTHEAST REGION 9-STATE Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC), intercarrier compensation shall apply as follows:

6.3.3.6.1 For calls terminating to AT&T SOUTHEAST REGION 9-STATE or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Sheet.

6.3.3.6.2 For calls terminating to a Third Party LEC where such LEC is utilizing AT&T SOUTHEAST REGION 9-STATE Wholesale Local Switching to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Sheet. AT&T SOUTHEAST REGION 9-STATE will not charge the terminating LEC for End Office Switching at the terminating end office. In the event that AT&T SOUTHEAST REGION 9-STATE is charged terminating charges by the LEC, AT&T SOUTHEAST REGION 9-STATE may pay such charges and CLEC will reimburse AT&T SOUTHEAST REGION 9-STATE the full amount of such charges within thirty (30) days following AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.

6.3.3.7 For calls originated by or terminating to interexchange carriers (IXCs) through a switched access service arrangement, CLEC may bill the IXC in accordance with the CLEC's tariff and will not bill AT&T SOUTHEAST REGION 9-STATE any charges for such calls. CLEC shall pay AT&T SOUTHEAST REGION 9-STATE applicable charges for the use of AT&T SOUTHEAST REGION 9-STATE's network in accordance with the rates set forth in the Pricing Sheet.

6.4 Multiple Tandem Access (MTA) Interconnection (AT&T SOUTHEAST REGION 9-STATE):

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

6.4.2 To the extent CLEC routes its traffic in such a way that utilizes AT&T SOUTHEAST REGION 9-STATE's MTA service without properly ordering MTA, CLEC shall pay AT&T SOUTHEAST REGION 9-STATE the associated MTA charges.

6.5 Other Telecommunications Traffic:

6.5.1 Except as set forth in Section 6.2 above, the terms of this Attachment are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Attachment. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

6.5.2 FX services are retail service offerings purchased by FX End Users which allow such FX End Users to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular End Users to avoid what might otherwise be toll calls between the FX End User's physical location and End Users in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing points that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone with the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as FGA calls and are subject to the originating and terminating carriers' tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

6.5.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another "foreign" exchange, thereby creating a local presence in that "foreign" exchange.

6.5.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another "foreign" exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

6.5.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-21STATE.

6.5.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.

6.5.2.4 Segregating and Tracking FX Traffic:

6.5.2.4.1 For AT&T-21STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX and FX-type traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX usage summary which includes a ten (10) digit telephone number level detail of the MOUs terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.

6.5.2.4.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-21STATE.

6.5.2.4.3 In AT&T-21STATE either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) Business Day's written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached, the Parties shall use one of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu

(Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audits shall be requested within six (6) months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.5.2.4.3.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.5.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between two (2) or more points.

6.5.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 6.2 above) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 6.2 above not apply, including but not limited to ISP calls that meet the definitions of:

6.5.4.1 FX Traffic

6.5.4.2 Optional EAS Traffic

6.5.4.3 IntraLATA Toll Traffic

6.5.4.4 800, 888, 877, ("8YY") Traffic

6.5.4.5 FGA Traffic

6.5.4.6 MCA Traffic

6.5.5 The Parties agree that, for the purposes of this Attachment, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that the compensation mechanisms set forth in Section 6.2 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.5.2 above; (b), Optional EAS Traffic are set forth in Section 6.6 below; (c) 8YY Traffic are set forth in Section 6.9 below; (d) FGA Traffic are set forth in Section 6.5.2 above; (e) IntraLATA Toll Traffic are set forth in Section 6.12 below; and/or (f) MCA Traffic are set forth in Section 6.7 below.

6.6 Optional Calling Area Traffic - AT&T ARKANSAS, AT&T KANSAS and AT&T TEXAS:

6.6.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Section 6.2 above. The transport and termination rate applies when AT&T ARKANSAS, AT&T KANSAS or AT&T TEXAS transports traffic and terminates it at its own switch.

6.6.2 In the context of this Attachment, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and AT&T ARKANSAS, AT&T KANSAS and AT&T TEXAS are not precluded from establishing their own local calling areas or prices for

purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Attachment.

6.6.3 The state specific OCA Transport and Termination rates are identified in the Pricing Schedule.

6.7 MCA Traffic - AT&T MISSOURI:

6.7.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as MCA Traffic and Non-MCA Traffic. MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.

6.7.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called Party's local service provider. The Parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the Party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

6.7.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a Bill and Keep intercompany compensation basis meaning that the Party originating a call defined as MCA Traffic shall not compensate the terminating Party for terminating the call.

6.7.2 The Parties agree to use the LERG to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) calendar days in advance of opening a new code to allow the other Party the ability to make the necessary network modifications. If the Commission orders the Parties to use an alternative other than the LERG, the Parties will comply with the Commission's final order.

6.7.3 If CLEC provides service via Resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by AT&T MISSOURI.

6.8 Primary Toll Carrier Arrangements:

6.8.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a Third Party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls. The PTC would also pay the terminating switched access charges on behalf of the ILEC. In AT&T GEORGIA, AT&T KENTUCKY, AT&T NEVADA, AT&T OKLAHOMA, AT&T SOUTH CAROLINA and/or AT&T TENNESSEE wherein Primary Toll Carrier arrangements are mandated and AT&T GEORGIA, AT&T KENTUCKY, AT&T NEVADA, AT&T OKLAHOMA, AT&T SOUTH CAROLINA and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

6.8.1.1 AT&T NEVADA and/or AT&T OKLAHOMA shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where AT&T NEVADA and/or AT&T OKLAHOMA is functioning as the PTC for Third Party ILEC's End User customers, AT&T NEVADA and/or AT&T OKLAHOMA shall pay CLEC on behalf of the originating Third Party ILEC for the termination of such IntraLATA toll traffic at the terminating switched access rates as set forth in CLEC's intrastate access service tariff, but such compensation shall not exceed the compensation contained in the AT&T-21STATE intrastate access service tariff in the respective state.

6.8.1.2 AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where AT&T GEORGIA, AT&T

KENTUCKY, AT&T SOUTH CAROLINA and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the minutes of use terminating to CLEC. AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA and/or AT&T TENNESSEE and CLEC will work cooperatively to develop a percentage of the amount of state specific PTC ILEC originated intraLATA toll minutes of use that are within the state specific total ILEC originated minutes of use reflected in the monthly EMI 11-01-01 Records provided to CLEC by AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA and/or AT&T TENNESSEE. CLEC will apply this state specific percentage against the state specific total ILEC originated EMI 11-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA and/or AT&T TENNESSEE will compensate CLEC. Such percentage will be updated no more than twice each year. AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA and/or AT&T TENNESSEE will compensate CLEC for this PTC traffic as it would for AT&T-21STATE originated traffic as set forth in CLEC's Interconnection Agreement with AT&T-21STATE.

6.8.1.3 AT&T GEORGIA, AT&T KENTUCKY, AT&T NEVADA, AT&T OKLAHOMA, AT&T SOUTH CAROLINA and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to the Third Party ILEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T GEORGIA, AT&T KENTUCKY, AT&T NEVADA, AT&T OKLAHOMA, AT&T SOUTH CAROLINA and/or AT&T TENNESSEE for the use of its facilities at the rates set forth in AT&T-21STATE's intrastate access service tariff in the respective state. CLEC shall pay the ILEC directly for the termination of such traffic originated from CLEC.

6.9 IntraLATA 800 Traffic:

6.9.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis, at a minimum, the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable Record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

6.9.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. For AT&T SOUTHEAST REGION 9-STATE, each Party shall pay the other the appropriate switched access charges set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate switched access tariffs. CLEC will pay AT&T SOUTHEAST REGION 9-STATE the database query charge as set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff as filed and in effect with the FCC or appropriate Commission as applicable. Where technically feasible, each Party will provide to the other Party the appropriate Records, in accordance with industry standards, necessary for billing intraLATA 8YY customers. The Records provided will be in a standard EMI format. AT&T SOUTHEAST REGION 9-STATE provision of 8YY Toll Free Dialing (TFD) to CLEC requires interconnection from CLEC to AT&T SOUTHEAST REGION 9-STATE's 8YY Signal Channel Point (SCP). Such interconnections shall be established pursuant to AT&T-21STATE's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. CLEC shall establish SS7 interconnection at the AT&T SOUTHEAST REGION 9-STATE Local Signal Transfer Points serving the AT&T SOUTHEAST REGION 9-STATE 8YY SCPs that CLEC desires to query. The terms and conditions for 8YY TFD are set out in AT&T SOUTHEAST REGION 9-STATE's intrastate access services tariff.

6.10 Meet-Point Billing (MPB) and IXC Switched Access Traffic Compensation:

6.10.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

6.10.2 The Parties will establish MPB arrangements in order to jointly provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the OBF's

Multiple Exchange Carriers Ordering and Design (MECOD) and Multiple Exchange Carrier Access Billing (MECAB) documents, as amended from time to time.

6.10.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the Multiple Bill/Single Tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The Residual Interconnection Charge (RIC), if any, will be billed by the Party providing the End Office function.

6.10.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

6.10.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the MPB arrangement, when the Parties do not have all detailed Recordings for billing.

6.10.5.1 The Parties agree that AT&T SOUTHEAST REGION 9-STATE will bill IXCs for originating and terminating access charges from AT&T SOUTHEAST REGION 9-STATE Recordings when AT&T SOUTHEAST REGION 9-STATE has direct connections with IXCs via AT&T SOUTHEAST REGION 9-STATE's access tandem. AT&T SOUTHEAST REGION 9-STATE will pass EMI Records to CLEC when AT&T SOUTHEAST REGION 9-STATE is the Official Recording Company. The Parties also agree that AT&T SOUTHEAST REGION 9-STATE and CLEC will exchange EMI records when each are acting as the Official Recording Company and the CLEC is the access tandem company with direct connections with IXCs.

6.10.5.2 The Parties also agree that AT&T-12STATE and CLEC will exchange EMI Records when each is acting as the Official Recording Company. As described in the MECAB document, the Official Recording Company for Tandem routed traffic is: (1) the End Office company for originating traffic, (2) the Tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

6.10.6 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

6.10.7 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).

6.10.7.1 For AT&T-12STATE, the Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

6.10.7.2 For AT&T SOUTHEAST REGION 9-STATE, CLEC will pay the database query charge set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff.

6.10.8 AT&T-21STATE and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) Business Days of the discovery.

6.10.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.

6.11 Compensation for Origination and Termination of InterLATA Traffic:

6.11.1 Where a CLEC originates or terminates its own End User InterLATA Traffic not subject to MPB, the CLEC must purchase feature group access service from AT&T-21STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

6.12 IntraLATA Toll Traffic Compensation:

6.12.1 For both intrastate and interstate IntraLATA Message Telephone Service (MTS) toll traffic, compensation to either Party for termination of such traffic will be at terminating access rates. For both intrastate and interstate IntraLATA 800 Service, compensation to either Party for origination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in AT&T-21STATE's tariff in whose exchange area the End User is located.

6.13 Billing Arrangements for Termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic:

6.13.1 In AT&T-21STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for Non-toll VoIP-PSTN Traffic, Optional EAS Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and in AT&T-12STATE, Wholesale Local Switching Traffic. These Recordings are the basis for each Party to generate bills to the other Party.

6.13.1.1 Where CLEC is using terminating Recordings to bill intercarrier compensation, AT&T-12STATE will provide the terminating Records where available by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a Third Party telecommunications carrier using an AT&T-12STATE non-resale offering whereby AT&T-12STATE provides the End Office switching on a wholesale basis. Such Records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUs terminated on CLEC's network.

6.13.2 For those usage based charges where actual charge information is not determinable by AT&T WEST REGION 2-STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges. PLU is calculated by dividing the sum of Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic MOU and ISP-Bound Traffic MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.

6.13.2.1 CLEC and AT&T WEST REGION 2-STATE agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) Business Days written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached within one (1) month of the date of the written request for an audit, the Parties shall use one (1) of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audit shall be requested within six (6) months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.13.3 AT&T SOUTHEAST REGION 9-STATE Jurisdictional Reporting Process:

6.13.3.1 Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at AT&T SOUTHEAST

REGION 9-STATE's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for IXCs specified in AT&T SOUTHEAST REGION 9-STATE's interstate and/or intrastate access services tariff(s) will apply to CLEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T SOUTHEAST REGION 9-STATE's intrastate access services tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T SOUTHEAST REGION 9-STATE's Jurisdictional Factors Reporting Guide.

6.13.3.2 Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T SOUTHEAST REGION 9-STATE's Jurisdictional Factors Reporting Guide.

6.13.3.3 Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of Local Interconnection Trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T SOUTHEAST REGION 9-STATE's Jurisdictional Factors Reporting Guide.

6.13.3.4 Notwithstanding the provisions in Section 6.13.3.1 above, Section 6.13.3.2 above and Section 6.13.3.3 above where AT&T SOUTHEAST REGION 9-STATE has message Recording technology that identifies the jurisdiction of traffic terminated to AT&T SOUTHEAST REGION 9-STATE, such information shall, at AT&T SOUTHEAST REGION 9-STATE's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU and/or PLF), in lieu of those provided by CLEC. In the event that AT&T SOUTHEAST REGION 9-STATE opts to utilize its own data to determine jurisdictional reporting factors, AT&T SOUTHEAST REGION 9-STATE shall notify CLEC at least fifteen (15) calendar days prior to the beginning of the calendar quarter in which AT&T SOUTHEAST REGION 9-STATE will begin to utilize its own data.

6.13.3.5 On thirty (30) calendar days written Notice, CLEC must provide AT&T SOUTHEAST REGION 9-STATE the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CLEC shall retain Records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by CLEC. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T SOUTHEAST REGION 9-STATE. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, CLEC is found to have overstated the PLF, PLU and/or PIU by five percentage

points (5%) or more, CLEC shall reimburse AT&T SOUTHEAST REGION 9-STATE for the cost of the audit.

6.13.4 In states in which AT&T-21STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 6.2.10 above of this Attachment.

6.13.5 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

6.13.6 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic under this Attachment.

6.13.7 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.

6.13.8 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.

6.14 Switched Access Traffic:

6.14.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-21STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that terminates over a Party's circuit switch, including traffic from a service that (i) originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed AT&T's access tariff rates; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

6.14.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

6.14.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T-21STATE End User that obtains local dial tone from AT&T-21STATE where AT&T-21STATE is both the Section 251(b)(5) Traffic/ provider and the IntraLATA toll provider;

6.14.1.3 Switched Access Traffic delivered to AT&T-21STATE from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or

6.14.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.

6.15 Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).

6.15.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described in Section 6.15.1.4 above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 6.15.1.4 above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not blocked.

7.0 Recording

7.1 Responsibilities of the Parties:

7.1.1 AT&T-21STATE will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T-21STATE provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-21STATE-provided equipment or operators) will not be recorded. The Recording equipment will be provided at locations selected by AT&T-21STATE.

7.1.2 AT&T-21STATE will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by AT&T-21STATE.

7.1.3 AT&T-21STATE will provide AURs that are generated by AT&T-21STATE.

7.1.4 Assembly and Editing will be performed on all IXC transported messages recorded by AT&T-21STATE.

7.1.5 Standard EMI Record formats for the provision of Billable Message detail and AUR detail will be established by AT&T-21STATE and provided to CLEC.

7.1.6 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.

7.1.7 AT&T-21STATE will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the CLEC to receive End User billable

Records, the CLEC may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.

7.1.8 CLEC will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T-21STATE reserves the right to limit the frequency of transmission to existing AT&T-21STATE processing and work schedules, holidays, etc.

7.2 AT&T-21STATE will determine the number of data files required to provide the AUR detail to CLEC.

7.2.1 Recorded Billable Message detail and/or AUR detail previously provided CLEC and lost or destroyed through no fault of AT&T-21STATE will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T-21STATE.

7.2.2 When AT&T-21STATE receives rated Billable Messages from an IXC or another LEC that are to be billed by CLEC, AT&T-21STATE may forward those messages to CLEC.

7.2.3 AT&T-21STATE will record the applicable detail necessary to generate AURs and forward them to CLEC for its use in billing access to the IXC.

7.2.4 When CLEC is the Recording Company, the CLEC agrees to provide its recorded Billable Messages detail and AUR detail data to AT&T-21STATE under the same terms and conditions of this Section.

7.3 Basis of Compensation:

7.3.1 AT&T-21STATE as the Recording Company, agrees to provide recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs ordered/required by the CLEC in accordance with this Section on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all AURs required by AT&T-21STATE on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.

7.4 Limitation of Liability:

7.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.

7.4.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

7.4.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

7.4.4 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

7.4.5 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

8.0 Transit Traffic

8.1 Introduction

8.1.1 This Section 8 sets forth the rates, terms and conditions for Transit Traffic Service when AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS ("AT&T-TSP") acts as a transit service provider for CLEC. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T-TSP's End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier.

8.1.2 AT&T-TSP offers Transit Traffic Services to interconnected CLECs or to interconnected Out of Exchange Local Exchange Carriers.

8.2 Definitions

The definitions in this Section 8 are only for the purpose of Transit Traffic Service as set forth in this Section 8. If a definition herein conflicts with any definition in the General Terms and Conditions of the Agreement or this Attachment 02, then the definition herein governs for the purpose of this Section 8. To the extent that defined terms in the Agreement are used in this Section, but for which no definition appears herein, then the definition in the Agreement controls.

8.2.1 "AT&T - Transit Service Provider" or ("AT&T-TSP") means as applicable, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS as those entities provide Transit Traffic Services to CLEC and Third Parties.

8.2.2 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c).

8.2.3 "Local" means physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

8.2.4 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

8.2.5 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP's network and is delivered to CLEC.

8.2.6 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC originates traffic that is sent through AT&T-TSP's network, i.e., CLEC is using AT&T-TSP's Transit Traffic Service.

8.2.7 "Transit Traffic" means traffic originating on CLEC's network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier's network or traffic from a Third Party Originating Carrier's network. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP is not considered Transit Traffic for the purposes of this Attachment. Additionally Transit Traffic does not include traffic to/from IXCs.

8.2.8 "Transit Traffic MOUs" means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T-TSP.

8.2.9 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an AT&T-TSP Tandem.

8.3 Responsibilities of the Parties

8.3.1 AT&T-TSP will provide CLEC with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA, or outside of that LATA, to the extent a LATA boundary waiver exists.

8.3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-TSP End User.

8.4 CLEC Originated Traffic

8.4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that CLEC originates. AT&T-TSP will directly bill CLEC for CLEC-originated Transit Traffic. AT&T-TSP will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will AT&T-TSP pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.

8.4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-TSP against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T-TSP to pay such Third Party Terminating Carrier for the Transit Traffic AT&T-TSP has delivered to the Third Party Terminating Carrier, then CLEC will indemnify AT&T-TSP for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&T-TSP may incur to collect any of the foregoing charges, interest or costs from CLEC.

8.4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T-TSP's network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to AT&T-TSP, but AT&T-TSP is not receiving proper CPN information, then CLEC will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from CLEC, then AT&T-TSP cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that AT&T-TSP delivers to a Third Party Terminating Carrier on behalf of CLEC.

8.4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

8.5 CLEC Terminated Traffic

8.5.1 CLEC shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service as the Transit Service Provider for calls terminated to CLEC.

8.5.2 Where AT&T-TSP is providing Transit Traffic Service to CLEC, AT&T-TSP will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T-TSP does not receive CPN from the Third Party Originating Carrier, then AT&T-TSP cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T-TSP or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.

8.5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T-TSP, as the Transit Service Provider, is not obligated to pay CLEC for such Transit Traffic,

and AT&T-TSP is not to be deemed as the default originator of such Transit Traffic or be considered as the default originator.

8.6 Transit Traffic Routing/Trunk Groups

8.6.1 When CLEC has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T-TSP, CLEC shall trunk to AT&T-TSP Tandems in such LATA pursuant to terms in this Attachment 02. In the event CLEC has no switch in a LATA in which it desires to send Transit Traffic through AT&T-TSP, CLEC shall establish one or more POIs within such LATA and trunk from each POI to AT&T-TSP Tandems in such LATA pursuant to terms in this Attachment 02.

8.6.2 CLEC shall route Transit Traffic to the AT&T-TSP Tandem Office Switch from which the Third Party Terminating Carrier switch subtends.

8.6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by CLEC shall be considered misrouted. Transit Traffic routed by CLEC through any AT&T-TSP End Office Switch shall be considered misrouted. Upon written notification from AT&T-TSP of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.

8.6.4 AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS only.

The same facilities and trunking (ordering, provisioning, servicing, etc.) used pursuant to CLEC's Agreement and in this Attachment 02 to route Section 251(b)(5) Traffic will be used by AT&T-TSP to route Transit Traffic.

8.6.5 AT&T KENTUCKY and /or AT&T NORTH CAROLINA only

8.6.5.1 The same facilities and trunking (ordering, provisioning, servicing, etc.) used pursuant to CLEC's Agreement for Transit Trunk Groups and in this Attachment 02 for Third Party Trunk Groups will be utilized for the routing of Transit Traffic.

8.7 Direct Trunking Requirements.

8.7.1 When Transit Traffic originated by CLEC requires twenty-four (24) or more trunks, upon sixty (60) days written notice from AT&T-TSP, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, CLEC agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier (described above), unless AT&T-TSP and CLEC mutually agree otherwise.

8.8 Transit Traffic Rate Application

AT&T CALIFORNIA, AT&T INDIANA, and/or, AT&T OHIO only

The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T CALIFORNIA, AT&T INDIANA, and/or AT&T OHIO, Transit Traffic MOUs include Local and IntraLATA toll minutes of use. CLEC agrees to compensate AT&T CALIFORNIA, AT&T INDIANA and/or AT&T OHIO as a transit service provider for the rate elements at the rate set forth in the Pricing Schedule.

AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS only

The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS, Transit Traffic MOUs include Local minutes of use only. CLEC agrees to compensate AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS as a transit service provider for the rate elements at the rate set forth in the Pricing Schedule.

AT&T MISSOURI only

Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for AT&T MISSOURI.

AT&T KENTUCKY and/or AT&T NORTH CAROLINA only

Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with AT&T KENTUCKY and/or AT&T NORTH CAROLINA shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.8.1.1 CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T KENTUCKY and/or AT&T NORTH CAROLINA as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

ATTACHMENT 03 - STRUCTURE ACCESS

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1.0 Introduction

1.1 This Attachment 03 - Structure Access (here-on referred to as "Appendix") sets forth the terms and conditions for Right(s) of Way (ROW), Conduits and Poles provided by AT&T-21STATE and CLEC.

2.0 Definitions

2.1 "Anchor" means a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by AT&T-21STATE, as distinguished from Anchors which are owned and controlled by other persons or entities.

2.2 "Anchor/Guy Strand" means supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-Pole guys.

2.3 "Application" means the process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for AT&T-21STATE-owned or controlled Facilities. Each Application is limited in size to a maximum of 1) 100 consecutive Poles or 2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.

2.4 "Assigned" when used with respect to Conduit or Duct space or Poles, means any space in such Conduit or Duct or on such Pole that is occupied by a Telecommunications Service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a Telecommunications Service provider must be physically occupied by the service provider, be it AT&T-21STATE or a new entrant, within twelve (12) months of the space being Assigned.

2.5 "Attaching Party" means any Party wishing to make a physical Facility Attachment on or in any AT&T structure.

2.6 "Attachment" as used herein means the physical connection to AT&T-21STATE's ROW and all associated Structure Access connectivity.

2.7 "Available" when used with respect to Conduit or Duct space or Poles, means any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.

2.8 "Conduit" means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.

2.9 "Conduit Occupancy" means the presence of wire, cable, optical conductors, or other Facilities within any portion of AT&T-21STATE's Conduit System.

2.10 "Conduit System" means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Appendix, the term refers to Conduit Systems owned or controlled by AT&T-21STATE.

2.11 "Cost" means the charges made by AT&T-21STATE to CLEC for specific work performed, and shall be (a) the actual charges made by subcontractors to AT&T-21STATE for work and/or, (b) if the work was performed by AT&T-21STATE employees, it shall be calculated on an individual case basis, based on the estimated amount of work to be performed.

2.12 "Duct" means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Appendix, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

2.13 "Facilities" refer to any property or equipment used in the provision of Telecommunications Services.

2.14 "Handholes" means an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.

2.15 "Inner-Duct" means a pathway created by subdividing a Duct into smaller channels.

2.16 "Joint User" means a public utility (as a business organization, like an electric company, performing a public service and subject to special governmental regulation) which has entered into an Agreement with AT&T-21STATE providing reciprocal rights of attachment of Facilities owned by each Party to the Poles, Ducts, Conduits and ROW owned by the other Party.

2.17 "Joint Use Pole" means a pole not owned by AT&T-21STATE, but upon which AT&T-21STATE maintains its Facilities.

2.18 "Lashing" means an Attachment of a Sheath or Inner-Duct to a supporting strand.

2.19 "License" means any License issued pursuant to this Appendix and may, if the context requires, refer to Conduit Occupancy or Pole Attachment Licenses issued by AT&T-21STATE.

2.20 "Make-Ready Work" means all work performed or to be performed to prepare AT&T-21STATE's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of CLEC's Facilities. Make-Ready Work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate CLEC's Facilities and not to meet AT&T-21STATE's business needs or convenience. Make-Ready Work may require "dig ups" of existing Facilities and may include the repair, enlargement or modification of AT&T-21STATE's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of CLEC's Facilities.

2.21 "Manhole" means an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.

2.22 "Occupancy" means the physical presence of Telecommunication Facilities in a Duct, on a Pole, or within a ROW.

2.23 "Overlashing" involves an attacher tying communication conductors to existing, supportive strands of cable on poles, which enables attachers to replace deteriorated cables or expand the capacity of existing facilities while reducing construction disruption and associated expense.

2.24 "Pole" means both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by AT&T-21STATE, and does not include utility Poles or Anchors with respect to which AT&T-21STATE has no legal authority to permit attachments by other persons or entities.

2.25 "Pole Attachment Act" and "Pole Attachment Act of 1978" means those provisions of the Act, as amended, now codified as 47 U.S.C. § 224.

2.26 "Pre-License Survey" means all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate CLEC's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate CLEC's Facilities.

2.27 "Right(s) of Way (ROW)" means the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

2.28 "Sheath" or "Sheathing" means an outer covering containing communications wires, fibers, or other communications media.

2.29 "Spare Capacity" means any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for Attachment/Occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by AT&T-21STATE, CLEC, or a Third Party for maintenance, repair, or emergency restoration.

3.0 General Provisions

3.1 Undertaking of AT&T-21STATE:

3.1.1 AT&T-21STATE shall provide CLEC with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and ROW on terms and conditions equal to those provided by AT&T-21STATE to itself or to any other Telecommunications Service provider. Further, AT&T-21STATE shall not withhold or delay assignment of such Facilities to CLEC because of the potential or forecasted needs of itself or Third Parties.

3.2 Attachments and Occupancies Authorized by this Appendix:

3.2.1 AT&T-21STATE shall issue one or more Licenses to CLEC authorizing CLEC to attach Facilities to AT&T-21STATE's owned or controlled Poles and to place Facilities within AT&T-21STATE's owned or controlled Conduits, Ducts or ROW under the terms and conditions set forth in this Appendix and the Act.

3.2.2 Unless otherwise provided herein, authority to attach Facilities to AT&T-21STATE's owned or controlled Poles, to place Facilities within AT&T-21STATE's owned or controlled Conduits, Ducts or ROW shall be granted only in individual Licenses granted under this Appendix and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Appendix.

3.2.3 CLEC agrees that its attachment of Facilities to AT&T-21STATE's owned or controlled Poles, occupancy of AT&T-21STATE's owned or controlled Conduits, Ducts or ROW shall take place pursuant to the licensing procedures set forth herein, and AT&T-21STATE agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

3.2.4 CLEC may not sublease or otherwise authorize any Third Party to use any part of the AT&T-21STATE Facilities licensed to CLEC under this Appendix, except that CLEC may lease its own Facilities to Third Parties, or allow Affiliates to over lash cables to CLEC cables. Notwithstanding the above, upon Notice to AT&T-21STATE, CLEC may permit Third Parties who have an Agreement with AT&T-21STATE to over lash to existing CLEC attachments in accordance with the terms and conditions of such Third Party's Agreement with AT&T-21STATE.

3.2.5 Attaching Party 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 NESC and any other industry standards; (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 is necessary to accommodate the overlashed facility, or will insure that any make-ready necessary will be conducted before the overlashing occurs. Attaching Party agrees to indemnify AT&T-21STATE should any of the warranties be breached.

3.3 Licenses:

3.3.1 Subject to the terms and conditions set forth in this Appendix, AT&T-21STATE shall issue to CLEC one or more Licenses per state authorizing CLEC to place or attach Facilities in or to specified Poles, Conduits, Ducts or ROW owned or controlled by AT&T-21STATE located within the state on a "first-come, first-served" basis. AT&T-21STATE may deny a License Application if AT&T-21STATE determines that the Pole, Conduit or Duct space specifically requested by CLEC is necessary to meet AT&T-21STATE's present needs, or is Licensed by AT&T-21STATE to another CLEC, or is otherwise unavailable based on engineering concerns. AT&T-21STATE shall provide written Notice to CLEC within a reasonable time specifying in detail the reasons for denying CLEC's request. AT&T-21STATE shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which CLEC's Facilities will enter and exit AT&T-21STATE's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by AT&T-21STATE to occupy the Conduit System.

3.4 Access and Use of ROW:

3.4.1 AT&T-21STATE acknowledges that it is required by the Act to afford CLEC access to and use of all associated ROW to any sites where AT&T-21STATE's owned or controlled Poles, Manholes, Conduits,

Ducts or other parts of AT&T-21STATE's owned or controlled Conduit Systems are located.

3.4.2 AT&T-21STATE shall provide CLEC with access to and use of such ROW to the same extent and for the same purposes that AT&T-21STATE may access or use such ROW, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any Agreement with a Third Party under which AT&T-21STATE holds such rights expressly or impliedly grants AT&T-21STATE the right to provide such rights to others.

3.4.3 Where AT&T-21STATE notifies CLEC that AT&T-21STATE's Agreement with a Third Party does not expressly or impliedly grant AT&T-21STATE the ability to provide such access and use rights to others, upon CLEC's request, AT&T-21STATE will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC. CLEC agrees to reimburse AT&T-21STATE for the reasonable and demonstrable Costs incurred by AT&T-21STATE in obtaining such rights for CLEC.

3.4.4 In cases where a Third Party Agreement does not grant AT&T-21STATE the right to provide access and use rights to others as contemplated in Section 3.4.2 above and AT&T-21STATE, despite its best efforts, is unable to secure such access and use rights for CLEC in accordance with Section 3.4.3 above, or, in the case where CLEC elects not to invoke its rights under Section 3.4.2 above or Section 3.4.3 above, CLEC shall be responsible for obtaining such permission to access and use such ROW. AT&T-21STATE shall cooperate with CLEC in obtaining such permission and shall not prevent or delay any Third Party assignment of ROWs to CLEC.

3.4.5 Where AT&T-21STATE has any ownership or ROW to buildings or building complexes, or within buildings or building complexes, AT&T-21STATE shall offer to CLEC through a License or other attachment:

3.4.5.1 The right to use any available space owned or controlled by AT&T-21STATE in the building or building complex to install CLEC equipment and Facilities; and

3.4.5.2 Ingress and egress to such space.

3.4.6 Except to the extent necessary to meet the requirements of the Act, neither this Appendix nor any License granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private ROW, and nothing contained in this Appendix or in any License granted hereunder shall be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private ROW.

3.5 No Effect on AT&T-21STATE's Right to Convey Property:

3.5.1 Nothing contained in this Appendix or in any License issued hereunder shall in any way affect the right of AT&T-21STATE to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which CLEC has attached or placed Facilities pursuant to Licenses issued under this Appendix provided however that AT&T-21STATE shall give CLEC reasonable advance written Notice of such intent to convey.

3.5.2 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to CLEC. AT&T-21STATE shall have the right to grant, renew and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Appendix and CLEC's rights hereunder.

3.6 No Effect on AT&T-21STATE's Rights to Manage its Own Facilities:

3.6.1 This Appendix shall not be construed as limiting or interfering with AT&T-21STATE's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.6.1.1 To locate, relocate, move, replace, modify, maintain, and operate AT&T-21STATE's own Facilities within AT&T-21STATE's Conduits, Ducts or ROW or any of AT&T-21STATE's Facilities attached to AT&T-21STATE's Poles at any time and in any reasonable manner which

AT&T-21STATE deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.6.1.2 enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in AT&T-21STATE's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not substantially interfere with CLEC's Pole Attachment, Conduit Occupancy or ROW use rights provided by Licenses issued pursuant to this Appendix.

3.7 No Effect on CLEC's Rights to Manage its Own Facilities:

3.7.1 This Appendix shall not be construed as limiting or interfering with CLEC's rights set forth below, except to the extent expressly provided by the provisions of this Appendix or Licenses issued hereunder or by the Act or other applicable laws, rules or regulations:

3.7.1.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within AT&T-21STATE's Conduits, Ducts or ROW or its Facilities attached to AT&T-21STATE's Poles at any time and in any reasonable manner which CLEC deems appropriate to serve its End Users, avail itself of new business opportunities, or otherwise meet its business needs; or

3.7.1.2 To enter into new agreements or arrangements with other persons or entities permitting CLEC to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or ROW; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new Attachments or arrangements shall not conflict with CLEC's obligations under Licenses issued pursuant to this Appendix.

3.8 No Right to Interfere with Facilities of Others:

3.8.1 The provisions of this Appendix or any License issued hereunder shall not be construed as authorizing either Party to this Appendix 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 Appendix or any License issued hereunder or by the Act or other applicable laws, rules or regulations.

3.8.2 CLEC acknowledges that the Facilities of persons or entities other than AT&T-21STATE and CLEC may be attached to or occupy AT&T-21STATE's Poles, Conduits, Ducts and ROW.

3.8.3 AT&T-21STATE shall not attach, or give permission to any Third Parties to attach Facilities to, existing CLEC Facilities without CLEC's prior written consent. If AT&T-21STATE becomes aware of any such unauthorized attachment to CLEC Facilities, AT&T-21STATE shall use its best efforts to rectify the situation as soon as practicable.

3.8.4 With respect to Facilities occupied by CLEC or the subject of an Application for attachment by CLEC, AT&T-21STATE will give to CLEC sixty (60) calendar days written Notice for Conduit extensions or reinforcements, sixty (60) calendar days written Notice for Pole line extensions, sixty (60) calendar days written Notice for Pole replacements, and sixty (60) calendar days written Notice of AT&T-21STATE's intention to construct, reconstruct, expand or place such Facilities or of AT&T-21STATE's intention not to maintain or use any existing Facility.

3.8.4.1 Where AT&T-21STATE elects to abandon or remove AT&T-21STATE Facilities, the Facilities 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-21STATE to transfer (purchase Attachment) ownership from AT&T-21STATE to that existing occupant, subject to then-existing licenses pertaining to such Facilities. If none of the existing occupants elect to maintain such Facilities, all occupants will be required to remove their existing Facilities within ninety (90) calendar days of written Notice from AT&T-21STATE.

3.8.4.2 If an emergency or provisions of an applicable joint use Agreement require AT&T-21STATE to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by CLEC or the subject of an Application for Attachment by CLEC, AT&T-21STATE will notify CLEC as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable CLEC, 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 CLEC.

3.8.5 Upon request and at CLEC's expense, AT&T-21STATE 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-21STATE retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, AT&T-21STATE reserves the right to remove retired cables and is under no obligation to allow CLEC the right to remove such cables. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.

3.9 Assignment of Space:

3.9.1 Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by AT&T-21STATE on an equal basis to AT&T-21STATE, CLEC and other Telecommunication Service providers.

4.0 Requirements and Specifications

4.1 Industry recognized standards are incorporated below by reference. CLEC agrees that its 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:

4.1.1 The Blue Book Manual of Construction Procedures, Special Report SR TAP 001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

4.1.2 The National Electrical Code (NEC); and

4.1.3 The current version of The National Electrical Safety Code (NESC).

4.2 Changes in Industry Recognized Standards:

4.2.1 CLEC agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Section 4.1 above of this Appendix if required by law to do so or upon the mutual Agreement of the Parties.

4.3 Additional Electrical Design Specifications:

4.3.1 CLEC agrees that, in addition to specifications and requirements referred to in Section 4.1 above, CLEC's Facilities placed in AT&T-21STATE's Conduit System shall meet all of the following electrical design specifications:

4.3.1.1 No Facility shall be placed in AT&T-21STATE's Conduit System in violation of FCC regulations.

4.3.1.2 CLEC's Facilities placed in AT&T-21STATE's Conduit System shall not be designed to use the earth as the sole conductor for any part of CLEC's circuits.

4.3.1.3 CLEC's Facilities carrying more than 50 volts AC rms (root mean square) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

4.3.1.4 No coaxial cable of CLEC shall occupy a Conduit System containing AT&T-21STATE's cable unless such cable of CLEC meets the voltage limitations of Article 820 of the National Electrical Code referred to in Section 4.1.2 above.

4.3.1.5 CLEC'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) amperes 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 micro-amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

4.3.1.6 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.

4.4 Additional Physical Design Specifications:

4.4.1 CLEC's Facilities placed in AT&T-21STATE's Conduit System must meet all of the following physical design specifications:

4.4.1.1 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-21STATE's Conduit or Ducts.

4.4.1.2 The integrity of AT&T-21STATE's Conduit System and overall safety of AT&T-21STATE's personnel and other personnel working in AT&T-21STATE's Conduit System requires that "dielectric cable" be placed when CLEC's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.

4.4.1.3 New construction splices in CLEC's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

4.5 Additional Specifications Applicable to Connections:

4.5.1 The following specifications apply to connections of CLEC's Conduit to AT&T-21STATE's Conduit System:

4.5.1.1 CLEC will be permitted to connect its Conduit or Duct only at an AT&T-21STATE Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install CLEC Facilities will be performed by CLEC or its contractor at CLEC's expense. In no event shall CLEC or its contractor "core bore" or make any other modification to AT&T-21STATE Manhole(s) without the prior written approval of AT&T-21STATE, which approval will not be unreasonably delayed or withheld.

4.5.1.2 If CLEC constructs or utilizes a Duct connected to AT&T-21STATE's Manhole, the Duct and all connections between that Duct and AT&T-21STATE's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T-21STATE's Conduit System. If CLEC's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T-21STATE's Conduit System.

4.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally:

4.6.1 Duct clearing, rodding or modifications required to grant CLEC access to AT&T-21STATE's Conduit Systems may be performed by AT&T-21STATE at CLEC's expense at charges which represent AT&T-21STATE's actual Costs. Alternatively (at CLEC's option) such work may be performed by a contractor who demonstrates compliance with AT&T-21STATE certification requirements, which certification requirements shall be consistent with F.C.C. rules. The Parties acknowledge that CLEC, its contractors, and other persons acting on CLEC's behalf will perform work for CLEC (e.g., splicing CLEC's Facilities) within AT&T-21STATE's Conduit System. CLEC represents and warrants that neither CLEC nor any Person Acting on CLEC's behalf shall permit any person to climb or work on or in any of AT&T-21STATE's Poles or to enter AT&T-21STATE's Manholes or work within AT&T-21STATE's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.

4.6.2 CLEC's Facilities within AT&T-21STATE's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in Section 6.1. However, no such License will be

required for the inspection, maintenance, repair or non-physical modifications of CLEC's Facilities.

4.6.3 Rodding or clearing of Ducts in AT&T-21STATE's Conduit System shall be done only when specific authorization for such work has been obtained in advance from AT&T-21STATE, which authorization shall not be unreasonably delayed or withheld by AT&T-21STATE. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. CLEC may contract with AT&T-21STATE for performance of such work or (at CLEC's option) with a contractor who demonstrates compliance with AT&T-21STATE certification requirements.

4.6.4 Personnel performing work on AT&T-21STATE's or CLEC's behalf in AT&T-21STATE's Conduit System shall not climb on, step on, or otherwise disturb the other Party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of AT&T-21STATE's Conduit System.

4.6.5 Personnel performing work on AT&T-21STATE's or CLEC's behalf within AT&T-21STATE's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.

4.6.6 All of CLEC's Facilities shall be firmly secured and supported in accordance with Telcordia and industry standards as referred to in Section 4.1 above.

4.6.7 Identification of Facilities in Conduit/Manholes:

4.6.7.1 CLEC's Facilities shall be plainly identified with CLEC's name in each Manhole with a firmly affixed permanent tag that meets standards set by AT&T-21STATE for its own Facilities.

4.6.8 Identification of Pole Attachments.

4.6.8.1 CLEC's Facilities attached to AT&T-21STATE Poles shall be plainly identified with CLEC's name firmly affixed at each Pole by a permanent tag that meets industry standards as referred to in Section 4.1 above.

4.6.9 Manhole pumping and purging required in order to allow CLEC's work operations to proceed shall be performed by a vendor approved by AT&T-21STATE in compliance with AT&T-21STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures", and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

4.6.10 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

4.6.11 Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's Facilities within AT&T-21STATE's Conduit System shall be of a type approved by AT&T-21STATE or Telcordia as referenced in Section 4.1 above.

4.6.12 When CLEC or personnel performing work on CLEC's behalf are working within or in the vicinity of any part of AT&T-21STATE's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled ROW, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. AT&T-21STATE shall have no responsibility for the safety of personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. AT&T-21STATE reserves the right to suspend CLEC's activities on, in or in the vicinity of AT&T-21STATE's Poles or Conduit System if, in AT&T-21STATE's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of CLEC or any personnel

performing work on CLEC's behalf, which suspension shall cease when the condition has been rectified.

4.6.13 Except for protective screens, no temporary cover shall be placed by CLEC or personnel performing work on CLEC's behalf over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.

4.6.14 Smoking or the use of any open flame is prohibited in AT&T-21STATE's Manholes, in any other portion of AT&T-21STATE's Conduit System, or within ten (10) feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

4.6.15 Artificial lighting, when required, will be provided by CLEC. Only explosion proof lighting fixtures shall be used.

4.6.16 Neither CLEC nor personnel performing work on CLEC's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T-21STATE's Conduit System (including any Manhole) during work operations performed within or in the vicinity of AT&T-21STATE's Conduit System.

4.6.17 CLEC will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in AT&T-21STATE's Manholes, in any other portions of AT&T-21STATE's Conduit System, or within ten (10) feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

4.7 Opening of Manholes:

4.7.1 The following requirements apply to the opening of AT&T-21STATE's Manholes and the authority of AT&T-21STATE personnel present when work on CLEC's behalf is being performed within or in the vicinity of AT&T-21STATE's Conduit System.

4.7.1.1 AT&T-21STATE's Manholes shall be opened only as permitted by AT&T-21STATE's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

4.7.1.2 CLEC shall notify AT&T-21STATE forty-eight (48) hours in advance of any routine work operation requiring entry into any of AT&T-21STATE's Manholes.

4.7.1.3 CLEC shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.

4.7.1.4 AT&T-21STATE's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site. The presence of AT&T-21STATE's authorized employee or agent at the work site shall not relieve CLEC or personnel performing work on CLEC's behalf of their responsibility to conduct all work operations within AT&T-21STATE's Conduit System in a safe and workmanlike manner.

4.7.1.5 Although AT&T-21STATE's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site, AT&T-21STATE's employee or agent shall have the authority to suspend CLEC's work operations within AT&T-21STATE's Conduit System if, in the reasonable discretion of such AT&T-21STATE employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by CLEC or personnel performing work on CLEC's behalf.

4.8 Occupational Safety and Health Administration (OSHA) Compliance: Notice to AT&T-21STATE of Unsafe Conditions:

4.8.1 CLEC agrees that:

4.8.1.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with OSHA's rules and regulations promulgated thereunder.

4.8.1.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors shall, when working on or within AT&T-21STATE's Poles or

Conduit System, comply with OSHA and all rules and regulations thereunder.

4.8.1.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this Section.

4.8.1.4 CLEC (and any Person Acting on CLEC's Behalf) may report unsafe conditions on, in or in the vicinity of AT&T-21STATE's Poles or Conduit System to AT&T-21STATE.

4.9 Compliance with Environmental Laws and Regulations:

4.9.1 CLEC acknowledges that, from time to time, environmental contaminants may enter AT&T-21STATE's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (Transite type) are constructed with asbestos-containing materials. If AT&T-21STATE has knowledge of the presence of such contaminants in a Conduit for which CLEC has applied for or holds a License, AT&T-21STATE will promptly notify CLEC of such fact.

4.10 Notwithstanding any of AT&T-21STATE's notification requirements in this Appendix, CLEC acknowledges that some of AT&T-21STATE's Conduit is 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, CLEC will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment.

4.11 AT&T-21STATE makes no representations to CLEC or personnel performing work on CLEC's behalf that AT&T-21STATE's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. CLEC agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

4.11.1 CLEC'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. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601 2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f 300j).

4.11.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of AT&T-21STATE's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

4.11.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this section. AT&T-21STATE will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by AT&T-21STATE pursuant to this section will be provided in a timely manner.

4.11.4 CLEC and all personnel performing work on CLEC's behalf shall comply with such standards and practices as AT&T-21STATE and CLEC may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, AT&T-21STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither CLEC nor AT&T-21STATE nor personnel performing work on either Party's behalf shall discharge water or any other substance from any AT&T-21STATE Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed 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-21STATE premises for storage or disposal.

4.12 Compliance with Other Governmental Requirements:

4.12.1 CLEC agrees that its Facilities attached to AT&T-21STATE's Facilities 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. CLEC 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. CLEC shall establish appropriate procedures and controls to assure such compliance by all persons acting on CLEC's behalf, including but not limited to, CLEC's employees, agents, contractors, and subcontractors.

4.13 Differences in Standards or Specifications:

4.13.1 To the extent that there may be differences in any applicable standards or specifications referred to in Section 4.0 above, the most stringent standard or specification shall apply.

4.14 CLEC Solely Responsible for the Condition of Its Facilities:

4.14.1 CLEC shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, AT&T-21STATE shall have no duty to CLEC to inspect or monitor the condition of CLEC's Facilities (including but not limited to splices and other Facilities connections) located within AT&T-21STATE's Conduit and Ducts or any attachment of CLEC's Facilities to AT&T-21STATE's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. AT&T-21STATE may, however, conduct such inspections and audits of its Poles and Conduit System as AT&T-21STATE determines reasonable or necessary. Such inspection and audits shall be conducted at AT&T-21STATE's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed CLEC violation of the requirements of this Appendix; and (2) inspection of CLEC Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by CLEC.

4.14.2 Either Party may audit the other Party's compliance with the terms of this Section.

4.14.3 Observed safety hazards or imminent Facility failure conditions of another Party shall be reported to the affected Party where such Party can be readily identified.

4.15 Efficient use of Conduit:

4.15.1 AT&T-21STATE will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by AT&T-21STATE.

5.0 Additional CLEC Responsibilities

5.1 Third Party Property Owners:

5.1.1 Licenses granted under this Section authorize CLEC to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by AT&T-21STATE but do not affect the rights of landowners to control terms and conditions of access to their property.

5.1.1.1 CLEC agrees that neither CLEC nor any persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T-21STATE's Poles or Conduit System, 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 CLEC'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 CLEC's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

5.2 Required Permits, Certificates and Licenses:

5.2.1 CLEC shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

5.2.2 CLEC shall not attach or place its Facilities to or in AT&T-21STATE's Poles, Conduit or Duct located on any property for which it or AT&T-21STATE has not first obtained all required authorizations.

5.2.3 AT&T-21STATE shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay AT&T-21STATE's Pre-License Survey work.

5.3 Lawful Purposes:

5.3.1 All Facilities placed by CLEC in AT&T-21STATE's Conduit and Ducts or on AT&T-21STATE's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of CLEC's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, CLEC shall not utilize any Facilities occupying or attached to AT&T-21STATE's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

6.0 Facilities and Licenses

6.1 Licenses Required:

6.1.1 Before placing any Facilities in AT&T-21STATE's Conduits or Ducts or attaching any Facilities to AT&T-21STATE's Poles, Anchors or Anchor/Guy Strands, CLEC must first apply for and receive a written License from AT&T-21STATE.

6.2 Provision of Records and Information to CLEC:

6.2.1 In order to obtain information regarding Facilities, CLEC shall make a written request to AT&T-21STATE, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, AT&T-21STATE shall provide CLEC with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of AT&T-21STATE Poles, Conduit and ROW located within the geographic area specified by CLEC. Provision of information under the terms of this section shall include the right of CLEC employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in CLEC's request. Such copies of records shall be provided to CLEC via courier at the expense of CLEC or otherwise available at the records location center. For AT&T-21STATE requests, the contact information can be found on the AT&T CLEC Online website under Structure Access. The Costs of producing and mailing copies of records, which are to be paid by CLEC, are on an individual case basis. The components which make up the total Costs are the sum of:

6.2.1.1 AT&T-21STATE employee Costs based on the time spent researching, reviewing and copying records

6.2.1.2 Copying costs

6.2.1.3 Shipping costs

6.3 No Warranty of Record Information:

6.3.1 CLEC acknowledges that records and information provided by AT&T-21STATE pursuant to Section 6.2 above may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and ROW. In providing such records and information, AT&T-21STATE assumes no liability to CLEC or any Third Party for errors/omissions contained therein.

6.4 Determination of Availability:

6.4.1 AT&T-21STATE shall provide Pole, Conduit and ROW availability information in response to a request from

CLEC which identifies with reasonable specificity the Facilities for which such information is desired If such request includes Joint Use Pole(s), AT&T-21STATE shall respond with respect to such Joint Use Pole(s) as to what Make-Ready Work is required for AT&T-21STATE's Facilities only. Notwithstanding any other provision, AT&T-21STATE shall not determine space availability upon any Joint Use Pole(s). CLEC may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and AT&T-21STATE shall provide CLEC at least forty-eight (48) hours notice prior to initiating such field survey. CLEC employees or agents shall be permitted to enter AT&T-21STATE Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to AT&T-21STATE, with a AT&T-21STATE representative present and at CLEC's expense.

6.5 Assignment of Conduit, Duct and Pole Space:

6.5.1 AT&T-21STATE shall not unreasonably deny or delay issuance of any License and, in any event, AT&T-21STATE shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

6.5.1.1 No Make-Ready Work Required:

6.5.1.1.1 If AT&T-21STATE determines that no Make-Ready Work is required, AT&T-21STATE shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) Business Days after the determination has been made that no Make-Ready Work is required, but in no event later than forty-five (45) calendar days after AT&T-21STATE receives CLEC's Application, which period shall exclude any time AT&T-21STATE is awaiting a response from CLEC.

6.5.1.2 Make-Ready Work Required:

6.5.1.2.1 If Make-Ready Work is to be performed by AT&T-21STATE, such available space shall remain in effect until Make-Ready Costs are presented to CLEC and approval by CLEC pursuant to the time frames herein. If CLEC approves AT&T-21STATE's Make-Ready Work Costs, CLEC shall have twelve (12) months from the date of Application approval to install its Facilities.

6.5.1.2.2 If CLEC rejects AT&T-21STATE's Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if CLEC elects from the time of Application to perform the Make-Ready Work itself or through a contractor, CLEC shall install its Facilities within twelve (12) months from the date that CLEC informs AT&T-21STATE that CLEC will perform Make-Ready Work. In the event CLEC does not install its Facilities within the time frames set out in this Section, the assignment shall be void and such space shall become available.

7.0 Make-Ready Work

7.1 Work Performed by AT&T-21STATE:

7.1.1 If performed by AT&T-21STATE, Make-Ready Work to accommodate CLEC's Facilities on Poles, Joint Use Pole(s) or in Conduit System shall be included in the normal work load schedule of AT&T-21STATE with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by AT&T-21STATE in the ordinary course of AT&T-21STATE's business.

7.1.2 If CLEC desires Make-Ready Work to be performed on an expedited basis and AT&T-21STATE agrees to perform the work on such a basis, AT&T-21STATE shall recalculate the estimated Make-Ready Work charges to include any expedite charges. If CLEC accepts AT&T-21STATE's revised estimate of charges, CLEC shall pay such additional charges.

7.2 All charges for Make-Ready Work, including work on Joint Use Pole(s), performed by AT&T-21STATE are payable in

advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from AT&T-21STATE. AT&T-21STATE will begin Make-Ready Work required to accommodate CLEC after receipt of CLEC's Make-Ready Work payment. After receipt of payment, AT&T-21STATE will schedule the work for completion.

7.3 Work Performed by Certified Contractor:

7.3.1 In lieu of obtaining performance of Make-Ready Work by AT&T-21STATE, CLEC at its option may arrange for the performance of such work by a contractor certified by AT&T-21STATE to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by AT&T-21STATE in the selection of its own contract labor. Notwithstanding any other provisions of this Section, CLEC may not employ a contractor to accomplish Make-Ready Work if AT&T-21STATE is likewise precluded from contractor selection under the terms of an applicable joint use Agreement or collective bargaining Agreement. In accordance with Section 4.6.9 above, all Manhole pumping and purging shall be performed by a vendor approved by AT&T-21STATE.

7.4 Completion of Make-Ready Work:

7.4.1 AT&T-21STATE will issue a License to CLEC once all Make-Ready Work necessary to CLEC's attachment or occupancy has been completed.

8.0 Application Form and Fees

8.1 Application Process:

8.1.1 To apply for a License under this Appendix, CLEC shall submit the appropriate AT&T-21STATE administrative form(s),which can be found on the AT&T CLEC On-Line website, (two (2) sets of each and either a route map specifically indicating CLEC desired route or engineered drawings are to be included). CLEC has the option of (1) requesting copies of AT&T-21STATE records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a Make-Ready Work estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and Make-Ready Work estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey conducted by AT&T-21STATE has determined that Make-Ready Work is not required. CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule as set forth below in Section 11.0 below.

8.2 AT&T-21STATE will process License Applications in the order in which they are received; provided, however, that when CLEC has multiple Applications on file with AT&T-21STATE, CLEC may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

8.2.1 Each Application for a License under this Section shall specify the proposed route of CLEC's Facilities and identify the Conduits and Ducts or Poles, Joint Use Pole(s) and Pole Facilities along the proposed route in which CLEC desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which CLEC desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which CLEC desires to attach to each Pole or Joint Use Pole.

8.2.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified in Section 11.1 below of this Appendix, and an indication of whether CLEC will, at its option, perform its own Make-Ready Work.

8.3 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities:

8.3.1 CLEC may include multiple cables in a single License Application and multiple services (e.g., CATV and non CATV services) may be provided by CLEC in the same cable Sheath. CLEC's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by CLEC's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if CLEC desires to lash

additional cable to existing Facilities of a Third Party, CLEC shall provide AT&T-21STATE with reasonable Notice, and shall obtain written permission from the owner of the existing Facilities. If AT&T-21STATE determines that the requested Lashing would violate safety or engineering requirements, AT&T-21STATE shall provide written Notice to CLEC within a reasonable time specifying in detail AT&T-21STATE's findings. If CLEC desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, CLEC must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in AT&T-21STATE's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to AT&T-21STATE Poles.

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

9.0 Processing of Applications (Including Pre-License Surveys and Field Inspections)

9.1 CLEC's Priorities:

9.1.1 When CLEC has multiple Applications on file with AT&T-21STATE, CLEC shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

9.2 Pre-License Survey:

9.2.1 After CLEC has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party as mutually agreed, to determine whether AT&T-21STATE's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate CLEC's Facilities, without substantially interfering with the ability of AT&T-21STATE or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of AT&T-21STATE's Conduit System or Facilities attached to AT&T-21STATE's Pole or placed within or connected to AT&T-21STATE's Conduit System. If a Pre-License Survey is to be conducted by AT&T-21STATE, AT&T-21STATE will provide CLEC the Costs to perform the Pre-License Survey. After receipt of CLEC's payment of Pre-License Survey Costs, AT&T-21STATE will schedule the survey. If CLEC gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at CLEC's expense.

9.2.1.1 The purpose of the Pre-License Survey is to determine whether CLEC's proposed attachments to AT&T-21STATE's Poles or occupancy of AT&T-21STATE's Conduit and Ducts will substantially interfere with use of AT&T-21STATE's Facilities by AT&T-21STATE and others with Facilities occupying, connected or attached to AT&T-21STATE's Pole or Conduit System and to determine what Make-Ready Work is required to accommodate CLEC's Facilities on AT&T-21STATE's Poles, Joint Use Pole(s), or Conduit, Duct, or ROW and the cost associated with AT&T-21STATE performing such Make-Ready Work and to provide information to CLEC for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or ROW is suitable for its use.

9.2.1.2 Based on information provided by AT&T-21STATE, CLEC shall determine whether AT&T-21STATE's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet CLEC's needs.

9.2.1.3 AT&T-21STATE may not unreasonably refuse to continue to process an Application based on AT&T-21STATE's determination that CLEC's proposed use of AT&T-21STATE's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. CLEC shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. CLEC acknowledges that AT&T-21STATE is not explicitly or implicitly

warranting to CLEC that CLEC's proposed use of AT&T-21STATE's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

9.3 Administrative Processing:

9.3.1 The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of AT&T-21STATE and/or other Licensed Facilities) will be performed by AT&T-21STATE at CLEC's expense. Anything to the contrary herein notwithstanding, AT&T-21STATE shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

10.0 Issuance of Licenses

10.1 Obligation to Issue Licenses:

10.1.1 AT&T-21STATE shall issue a License to CLEC pursuant to this Section. AT&T-21STATE and CLEC acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which CLEC may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T-21STATE's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Act. Each License issued hereunder shall be for an indefinite term, subject to CLEC's compliance with the provisions applicable to such License and further subject to CLEC's right to terminate such License at any time for any reason upon at least thirty (30) calendar days prior written Notice.

10.2 Multiple Applications:

10.2.1 CLEC acknowledges the following:

10.2.1.1 That multiple parties including AT&T-21STATE may seek to place their Facilities in AT&T-21STATE's Conduit and Ducts or make attachments to Poles at or about the same time.

10.2.1.2 That the Make-Ready Work required to prepare AT&T-21STATE's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant.

10.2.1.3 That issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single applicant situations.

10.2.1.4 That cooperation and negotiations between all applicants and AT&T-21STATE may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or ROW.

10.2.2 All Applications will be processed on a first-come, first-served basis.

10.3 Agreement to Pay for All Make-Ready Work Completed:

10.3.1 CLEC's submission of written authorization for Make-Ready Work shall also constitute CLEC's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work.

10.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities:

10.4.1 CLEC shall make arrangements with the owners of other Facilities located in or connected to AT&T-21STATE's Conduit System or attached to AT&T-21STATE's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of CLEC's Facilities in or to AT&T-21STATE's structures.

10.5 License:

10.5.1 When CLEC's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, AT&T-21STATE will execute and return a signed authorization to CLEC, as appropriate, authorizing CLEC to attach or place the specified Facilities on AT&T-21STATE's Poles or in AT&T-21STATE's Conduit or Ducts.

10.5.2 Each License issued under this Section shall authorize CLEC to attach to AT&T-21STATE's Poles or place or maintain in AT&T-21STATE's Conduit or Ducts only those Facilities specifically described in the License, and no others.

10.5.3 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

11.0 Construction of CLEC's Facilities

11.1 Construction Schedule:

11.1.1 CLEC shall submit with CLEC's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting CLEC to attach Facilities to AT&T-21STATE's Poles or place Facilities in AT&T-21STATE's Conduit or Ducts, CLEC shall provide AT&T-21STATE with an updated construction schedule and shall thereafter keep AT&T-21STATE informed of significant anticipated changes in the construction schedule.

11.1.2 Construction schedules required by this Section shall include, at a minimum, the following information:

11.1.2.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

11.1.2.2 The names of each contractor and subcontractor which will be involved in the construction activities;

11.1.2.3 The estimated dates when construction will begin and end; and

11.1.2.4 The approximate dates when CLEC or persons acting on CLEC's behalf will be performing construction work in connection with the placement of CLEC's Facilities in AT&T-21STATE's Conduit or Ducts.

11.2 Additional Pre- construction Procedures for Facilities Placed in Conduit System:

11.2.1 The following procedures shall apply before CLEC places Facilities in AT&T-21STATE's Conduit System:

11.2.1.1 CLEC shall give written notice of the type of Facilities which are to be placed; and

11.2.1.2 AT&T-21STATE shall designate the particular Duct or Ducts or inner Ducts (if Available) to be occupied by CLEC's Facilities, the location and manner in which CLEC's Facilities will enter and exit AT&T-21STATE's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by AT&T-21STATE to occupy the Conduit System. CLEC may not occupy a Duct other than the specified Duct without the express written consent of AT&T-21STATE. AT&T-21STATE shall provide to CLEC space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

11.3 Responsibility for Constructing or Placing Facilities:

11.3.1 AT&T-21STATE shall have no obligation to construct any Facilities for CLEC or to attach CLEC's Facilities to, or place CLEC's Facilities in, AT&T-21STATE's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act or any other applicable law.

11.4 CLEC Responsible for Constructing, Attaching and Placing Facilities:

11.4.1 Except where otherwise mutually agreed by CLEC and AT&T-21STATE, CLEC shall be responsible for

constructing its own Facilities and attaching those Facilities to, or placing them in AT&T-21STATE's Poles, Conduit or Ducts at CLEC's sole Cost and expense. CLEC 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 construction and placement of CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on AT&T-21STATE's Pole, in any part of AT&T-21STATE's Conduit System or in the vicinity of AT&T-21STATE's Poles or Conduit System.

11.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements:

11.5.1 CLEC shall construct its Facilities in accordance with the provisions of this section and all Licenses issued hereunder.

11.5.2 CLEC shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Appendix.

11.5.3 CLEC shall satisfy all Legal Requirements set forth above in the Appendix.

11.5.4 CLEC shall not permit any person acting on CLEC's behalf to perform any work on AT&T-21STATE's Poles or within AT&T-21STATE's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If CLEC or any person working on CLEC's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, CLEC shall notify AT&T-21STATE of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until CLEC is satisfied that the work can be safely performed.

11.6 Construction Notices:

11.6.1 If requested to do so, CLEC shall provide AT&T-21STATE with information to reasonably assure AT&T-21STATE that construction has been performed in accordance with all applicable standards and requirements.

11.7 Points for Attachment:

11.7.1 AT&T-21STATE shall specify the point of attachment of each Pole or Anchor to be occupied by CLEC's Facilities, and such CLEC's Facilities shall be attached above AT&T-21STATE's Facilities. When the Facilities of more than one applicant are involved, AT&T-21STATE will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

11.8 CLEC power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Constructions Procedures as referenced in Section 4.0 above.

11.9 AT&T-21STATE 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.

11.10 CLEC shall hold AT&T-21STATE harmless and indemnify AT&T-21STATE for damages to itself or Third Parties in accordance with the General Terms and Conditions of this Agreement, that result from the operation or maintenance of CLEC's attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment.

11.11 Manhole and Conduit Break-Outs:

11.11.1 CLEC shall be permitted to add Conduit ports to AT&T-21STATE Manholes when existing Conduits do not provide the pathway connectivity needed by CLEC; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

11.12 Completion of CLEC Construction:

11.12.1 For each CLEC Attachment to or occupancy within AT&T-21STATE Facilities, CLEC will provide to AT&T-

21STATE's single-point of contact (within twenty (20) calendar days of CLEC construction-complete date) a complete set of actual placement drawings for posting to AT&T-21STATE records.

12.0 Use and Routine Maintenance of CLEC's Facilities

12.1 Use of CLEC's Facilities:

12.1.1 Each License granted under this Section authorizes CLEC to have access to CLEC's Facilities on or in AT&T-21STATE's Poles, Conduits and Ducts as needed for the purpose of serving CLEC's End Users, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

12.2 Routine Maintenance of CLEC's Facilities:

12.2.1 Each License granted under this section authorizes CLEC to engage in routine maintenance of CLEC's Facilities located on or in AT&T-21STATE's Poles, Conduits, Ducts and ROW pursuant to such License. CLEC shall give reasonable written notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. CLEC shall give reasonable Notice to AT&T-21STATE before performing any work, whether or not of a routine nature, in AT&T-21STATE's Conduit System.

12.3 CLEC Responsible for Maintenance of CLEC's Facilities:

12.3.1 CLEC shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Appendix) and all Licenses issued hereunder. CLEC 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 CLEC's Facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on AT&T-21STATE's Poles, within AT&T-21STATE's Conduit System or in the immediate vicinity of such Poles or Conduit System.

12.4 AT&T-21STATE Is Not Responsible for Maintaining CLEC's Facilities:

12.4.1 AT&T-21STATE shall have no obligation to maintain any Facilities which CLEC has attached or connected to, or placed in, AT&T-21STATE's Poles, Conduits, Ducts or any portion of AT&T-21STATE's Conduit System, except to the extent expressly provided by the provisions of this section or any License issued hereunder, or by the Act or other applicable laws, rules or regulations.

12.5 Information Concerning the Maintenance of CLEC's Facilities:

12.5.1 Promptly after the issuance of a License permitting CLEC to attach Facilities to, or place Facilities in AT&T-21STATE's Poles, Conduits or Ducts, CLEC shall provide AT&T-21STATE with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's Facilities, and shall thereafter notify AT&T-21STATE of changes to such information. The manager responsible for routine maintenance of CLEC's Facilities shall, on AT&T-21STATE's request, identify any contractor, subcontractor, or other person performing maintenance activities on CLEC's behalf at a specified site and shall, on AT&T-21STATE's request, provide such additional documentation relating to the maintenance of CLEC's Facilities as reasonably necessary to demonstrate that CLEC and all persons acting on CLEC's behalf are complying with the requirements of this section and Licenses issued hereunder.

12.6 Identification of Personnel Authorized to Have Access to CLEC's Facilities:

12.6.1 All personnel authorized to have access to CLEC's Facilities shall, while working on AT&T-21STATE's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any AT&T-21STATE employee, produce such identification.

13.0 Modification and Replacement of CLEC's Facilities

13.1 Notification of Planned Modification or Replacement of Facilities:

13.1.1 CLEC shall, when practicable, notify AT&T-21STATE in writing at least sixty (60) calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a AT&T-21STATE Pole, Anchor or Anchor/Guy Strand or located in any AT&T-21STATE Conduit or Duct. The Notice shall contain sufficient information to enable AT&T-21STATE to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present License or requires a new or amended License.

13.2 New or Amended License Required:

13.2.1 A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

13.2.1.1 Requires that CLEC use additional space on AT&T-21STATE's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner Ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

13.2.1.2 Results in the size or location of CLEC's Facilities on AT&T-21STATE's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in CLEC's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

14.0 Rearrangement of Facilities at the Request of Another

14.1 Make-Ready Work:

14.1.1 If it is determined that Make-Ready Work will be necessary to accommodate Attaching Party's Facilities, Attaching Party shall have forty-five (45) calendar days (the "acceptance period") to either:

14.1.1.1 submit payment for the estimate authorizing AT&T-21STATE or its contractor to complete the Make-Ready Work; or

14.1.1.2 advise AT&T-21STATE of its willingness to perform the proposed Make-Ready Work itself if permissible in the application area.

14.1.2 Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T-21STATE's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T-21STATE or AT&T-21STATE's contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T-21STATE's Structures or interferes with any existing use of AT&T-21STATE's Facilities or the Facilities of any other user.

14.1.3 AT&T-21STATE shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, AT&T-21STATE shall endeavor to minimize its Costs to CLEC. If it is determined that such Make-Ready Work is required, AT&T-21STATE shall provide CLEC with the estimated Costs for Make-Ready Work and a Make Ready-Work Due Date.

14.1.4 CLEC shall be solely responsible for negotiating with persons or entities other than AT&T-21STATE for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of AT&T-21STATE and/or other CLECs as well as CLEC, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from AT&T-21STATE, AT&T-21STATE shall issue such Licenses in conjunction with the issuance of the applied-for License to CLEC.

14.2 Rearrangement of CLEC's Facilities at AT&T-21STATE's Request:

14.2.1 CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T-21STATE to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities

contained therein or connected thereto and that such changes may be necessitated by AT&T-21STATE's business needs or authorized Application of another entity seeking access to AT&T-21STATE's Poles or Conduit Systems. CLEC agrees that CLEC will, upon AT&T-21STATE's request, and at AT&T-21STATE's expense, but at no Cost to CLEC, participate with AT&T-21STATE (and other CLECs) in the relocation, reconstruction, or modification of AT&T-21STATE's Conduit System or Facilities rearrangement. CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T-21STATE to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. CLEC shall, upon AT&T-21STATE's request, participate with AT&T-21STATE (and other CLECs) in the relocation, reconstruction, or modification of AT&T-21STATE's Conduit System or Facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

14.2.2 CLEC shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a CLEC End User.

14.2.3 If CLEC fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by AT&T-21STATE in writing, AT&T-21STATE may perform such rearrangements with written Notice to CLEC, and CLEC shall reimburse AT&T-21STATE for actual costs and expenses incurred by AT&T-21STATE in connection with the rearrangement of CLEC's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under the Act or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than CLEC; and provided further, however, that CLEC shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting AT&T-21STATE's business needs.

15.0 Emergency Repairs and Pole Replacements

15.1 Responsibility for Emergency Repairs; Access to Maintenance Duct:

15.1.1 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.

15.1.2 Nothing contained in this Appendix shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's Facilities or the Facilities of joint users.

15.1.3 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-21STATE 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-21STATE 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, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be included to be assigned to the user of the Duct and an occupancy permit issued.

15.1.4 The Attaching Party shall either vacate the maintenance Duct within thirty (30) calendar days or, with AT&T-21STATE's consent, rearrange its Facilities to ensure that at least one full-sized replacement maintenance Duct (or, if the designated maintenance Duct was an inner-Duct, a suitable replacement inner-Duct) is available for use by all occupants in the Conduit section within thirty (30) calendar days after such Attaching Party occupies the maintenance Ducts. If Attaching Party fails to vacate the maintenance Duct as described above, AT&T-21STATE may install a maintenance conduit at the Attaching Party's expense.

15.2 Designation of Emergency Repair Coordinators and Other Information:

15.2.1 For each AT&T-21STATE construction district, Attaching Party shall provide AT&T-21STATE 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-21STATE of changes to such information.

15.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations:

15.3.1 When notice and coordination are practicable, AT&T-21STATE, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

15.3.2 Emergency service restoration work requirements shall take precedence over other work operations.

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

15.3.4 AT&T-21STATE 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 consensus provided, however, that these decisions shall be made by AT&T-21STATE on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.4 Emergency Pole Replacements

15.4.1 When emergency pole replacements are required, AT&T-21STATE 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.

15.4.2 If notified by AT&T-21STATE 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-21STATE replacement pole, the transfer shall be in accordance with AT&T-21STATE's placement instructions.

15.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T-21STATE and thereby authorize AT&T-21STATE (or any Other User sharing the pole with AT&T-21STATE) to perform such emergency-necessitated transfers (and associated Facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

15.5 Expenses Associated with Emergency Repairs:

15.5.1 Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own Facilities and transfers or rearrangements of such Facilities associated with emergency pole replacements made in accordance with the provisions of this article.

15.5.2 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.

15.5.3 Attaching Party shall reimburse AT&T-21STATE for the Costs incurred by AT&T-21STATE for work performed by AT&T-21STATE on Attaching Party's behalf in accordance with the provisions of this article.

16.0 Inspection by AT&T-21STATE of CLEC's Facilities

16.1 AT&T-21STATE may monitor, at CLEC's expense, the entrance and exit of CLEC's Facilities into AT&T-21STATE's Manholes and the placement of CLEC's Facilities in AT&T-21STATE's Manholes.

16.2 Post-Construction Inspections:

16.2.1 AT&T-21STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of Facilities to AT&T-21STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T-21STATE will provide the Attaching Party advance written Notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-21STATE on the post-construction inspection.

16.3 Periodic or Spot Inspections:

16.3.1 AT&T-21STATE shall have the right, but not the obligation, to make Periodic or Spot Inspections of all Facilities attached to AT&T-21STATE's Structure. Periodic Inspections will not be made more often than once every two (2) years, unless in AT&T-21STATE's judgment, such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.

16.3.2 AT&T-21STATE will give CLEC advance written Notice of such inspections, and CLEC shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written Notice has been forwarded to CLEC.

16.3.3 Such inspections shall be conducted at AT&T-21STATE's expense; provided, however, that CLEC shall bear the Costs of inspections as delineated in Sections 16.1 above and 16.2.1 above.

16.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's Facilities are not in compliance with this Appendix, AT&T-21STATE may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their Attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

16.3.5 If the inspection reflects that Attaching Party's Facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its Facilities into compliance within thirty (30) calendar days after being notified of such noncompliance. If any make ready or modification work to AT&T-21STATE's Structures is required to bring Attaching Party's Facilities into compliance, the Attaching Party shall provide Notice to AT&T-21STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, Facilities must be brought into compliance upon notification.

16.4 Neither the act of inspection by AT&T-21STATE of CLEC's Facilities nor any failure to inspect such Facilities shall operate to impose on AT&T-21STATE any liability of any kind whatsoever or to relieve CLEC of any responsibility, obligations or liability under this Section or otherwise existing.

16.5 Notice of Noncompliance:

16.5.1 If, at any time, AT&T-21STATE 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 Appendix, AT&T-21STATE may send written Notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the Notice as soon as practicable. If Attaching Party does not dispute AT&T-21STATE's assertion that such Facilities are not in compliance, Attaching Party agrees to provide AT&T-21STATE with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify AT&T-21STATE in writing when the Facilities have been brought into compliance.

16.6 Disputes over Alleged Noncompliance:

16.6.1 If Attaching Party disputes AT&T-21STATE's assertion that Attaching Party's Facilities are not in compliance, Attaching Party shall notify AT&T-21STATE in writing of the basis for Attaching Party's assertion that its Facilities are in compliance.

16.7 Failure to Bring Facilities into Compliance:

16.7.1 If Attaching Party has not brought the Facilities into compliance within a reasonable time or provided AT&T-21STATE with proof sufficient to persuade AT&T-21STATE that AT&T-21STATE erred in asserting that the Facilities were not in compliance, and if AT&T-21STATE determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-21STATE's Facilities or those of other users, AT&T-21STATE 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 Appendix.

16.8 Correction of Conditions by AT&T-21STATE:

16.8.1 If AT&T-21STATE elects to bring Attaching Party's Facilities into compliance, the provisions of this section shall apply.

16.8.2 AT&T-21STATE will, whenever practicable, notify CLEC in writing before performing such work. The written Notice shall describe the nature of the work to be performed and AT&T-21STATE's schedule for performing the work.

16.8.3 If Attaching Party's Facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T-21STATE Manhole, AT&T-21STATE may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T-21STATE does not reattach Attaching Party's Facilities, AT&T-21STATE shall endeavor to arrange with Attaching Party for the reattachment of any Facilities affected.

16.8.4 AT&T-21STATE shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such Notice, Attaching Party shall inspect the Facilities and take such steps as Attaching Party may deem necessary to insure that the Facilities meet Attaching Party's performance requirements.

16.8.5 Attaching Party to Bear Expenses:

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

17.0 Notice of Noncompliance

17.1 Disputes over Alleged Noncompliance:

17.1.1 If CLEC disputes AT&T-21STATE's assertion that CLEC's Facilities are not in compliance, CLEC shall notify AT&T-21STATE in writing of the basis for CLEC's assertion that its Facilities are in compliance.

18.0 Unauthorized Occupancy or Utilization of AT&T-21STATE's Facilities

18.1 Tagging of Facilities and Unauthorized Attachments:

18.1.1 Facilities to Be Marked:

18.1.1.1 Attaching Party shall tag or otherwise mark all of Attaching Party's Facilities placed on or in AT&T-21STATE's Structure in a manner sufficient to identify the Facilities as those belonging to the Attaching Party.

18.1.2 Removal of Untagged Facilities:

18.1.2.1 AT&T-21STATE may, without notice to any person or entity, remove from AT&T-21STATE's poles or any part of AT&T-21STATE's Conduit System the Attaching Party's Facilities, if AT&T-21STATE determines that such Facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T-21STATE's poles or in AT&T-21STATE's Conduit System.

18.2 Notice to Attaching Party:

18.2.1 If any of Attaching Party's Facilities for which no occupancy permit is presently in effect are found attached to AT&T-21STATE's Poles or Anchors or within any part of AT&T-21STATE's Conduit System, AT&T-21STATE, without prejudice to other rights or remedies available to AT&T-21STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written Notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the Facilities. Within thirty (30) calendar days after receiving a Notice, Attaching Party shall acknowledge receipt of the Notice by submitting to AT&T-21STATE, in writing, an Application for a new or amended Occupancy permit with respect to such Facilities.

18.3 Approval of Request and Retroactive Charges:

18.3.1 If AT&T-21STATE approves Attaching Party's Application for a new or amended Occupancy permit, Attaching Party shall be liable to AT&T-21STATE for all fees and charges associated with the unauthorized attachments as specified in the Pricing Schedule to this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T-21STATE of any of its rights or privileges under this Appendix or otherwise.

18.3.2 Attachment and Occupancy fees and charges shall continue to accrue until the unauthorized Facilities are removed from AT&T-21STATE's Poles, Conduit System or ROW or until a new or amended Occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-21STATE licensing requirements. Such fees and charges shall be due and payable thirty (30) calendar days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized Attachment and/or Occupancy fee as specified in the Pricing Schedule to this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized Facilities at AT&T-21STATE's request to comply with applicable placement standards, shall remove its Facilities from any space occupied by or assigned to AT&T-21STATE or another Other User, and shall pay AT&T-21STATE for all Costs incurred by AT&T-21STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized Facilities.

18.4 Removal of Unauthorized Attachments:

18.4.1 If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized Facilities within the specified period of time, AT&T-21STATE shall by written Notice advise Attaching Party to remove its unauthorized Facilities not less than thirty (30) calendar days from the date of Notice and Attaching Party shall remove the Facilities within the time specified in the Notice. If the Facilities have not been removed within the time specified in the Notice, AT&T-21STATE may, at AT&T-21STATE's option, remove Attaching Party's Facilities at Attaching Party's expense.

18.5 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-21STATE's Facilities:

18.5.1 No act or failure to act by AT&T-21STATE with regard to any unauthorized Attachment or Occupancy or unauthorized use of AT&T-21STATE's Structure shall be deemed to constitute a ratification by AT&T-21STATE of the unauthorized Attachment or Occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized Pole attachments or Conduit Occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such

unauthorized Facilities.

18.5.2 Nothing contained in the Appendix or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than CLEC.

18.6 Prompt Payment of Applicable Fees and Charges:

18.6.1 Fees and charges for Pole Attachments and Conduit System Occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not CLEC is permitted to continue the Pole Attachment or Conduit Occupancy. See the Pricing Schedule for applicable annual rental fees.

18.7 No Implied Waiver or Ratification of Unauthorized Use:

18.7.1 No act or failure to act by AT&T-21STATE with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by AT&T-21STATE of any of its rights or privileges under this Appendix or otherwise; provided, however, that CLEC shall be subject to all liabilities, obligations and responsibilities of this Appendix in regard to said unauthorized use from its inception.

19.0 Removal of CLEC's Facilities

19.1 When Applicant no longer intends to occupy space on an AT&T-21STATE Pole or in a AT&T-21STATE Duct or Conduit, Applicant will provide written notification to AT&T-21STATE that it wishes to terminate the Occupancy permit with respect to such space and will remove its Facilities from the space described in the Notice. Upon removal of Applicant's Facilities, the Occupancy permit shall terminate and the space shall be available for reassignment.

19.1.1 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-21STATE's Structure.

19.1.2 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its Facilities, plug all previously occupied Ducts at the entrances to AT&T-21STATE's Manholes.

19.1.3 Applicant shall be solely responsible for the removal of its own Facilities from AT&T-21STATE's Structure.

19.2 At AT&T-21STATE's request, Attaching Party shall remove from AT&T-21STATE'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-21STATE that an Attaching Party's Facility is in active service. Attaching Party shall not abandon any of its Facilities by leaving such Facilities on or in AT&T-21STATE's Structure.

19.3 Removal Following Termination of Occupancy Permit:

19.3.1 Attaching Party shall remove its Facilities from AT&T-21STATE's Poles, Ducts, Conduits, or ROW within thirty (30) calendar days after termination of the Occupancy permit.

19.4 Removal Following Replacement of Facilities:

19.4.1 Attaching Party shall remove Facilities no longer in service from AT&T-21STATE's Structures within thirty (30) calendar 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.

19.5 Removal to Avoid Forfeiture:

19.5.1 If the presence of Attaching Party's Facilities on or in AT&T-21STATE's Structure would cause a forfeiture of the rights of AT&T-21STATE to occupy the property where such Structure is located, AT&T-21STATE 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-21STATE will give Attaching Party not less than thirty (30) calendar days from the date of Notice to remove Attaching Party's Facilities unless prior removal is required to prevent the forfeiture of AT&T-

21STATE's rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with Third Party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's Facilities.

19.6 Removal of Facilities by AT&T-21STATE; Notice of Intent to Remove:

19.6.1 If Attaching Party fails to remove its Facilities from AT&T-21STATE's Structure in accordance with the provisions of Sections 19.1-19.5 of this Appendix, AT&T-21STATE 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-21STATE shall give Attaching Party not less than thirty (30) calendar days prior written Notice of its intent to remove Attaching Party's Facilities pursuant to this Section.

19.7 Removal of Facilities by AT&T-21STATE:

19.7.1 If AT&T-21STATE removes any of Attaching Party's Facilities pursuant to this article, Attaching Party shall reimburse AT&T-21STATE for AT&T-21STATE's Costs in connection with the removal, storage, delivery, or other disposition of the removed Facilities.

20.0 Rates, Fees, Charges and Billing

20.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders:

20.1.1 All rates, charges and fees outlined in this Appendix will be set forth in the Pricing Schedule. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and Commission orders.

20.2 Changes to Rates, Charges and Fees:

20.2.1 Subject to applicable federal and state laws, rules, regulations and orders, AT&T-21STATE shall have the right to change the rates, charges and fees outlined in this Appendix. AT&T-21STATE will provide the Attaching Party sixty (60) calendar days written Notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the Notice are not acceptable to the Attaching Party, Attaching Party may either

(1) seek renegotiation of this Appendix,

(2) terminate this Appendix, or

(3) seek relief through the Dispute Resolution Process in the General Terms and Conditions of this Agreement.

20.3 Notice of Rate and Computation of Charges:

20.3.1 On or about November 1 of each year, AT&T-21STATE will notify CLEC by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Appendix. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for Attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20.4 Rate "True-Up":

20.4.1 The Parties agree that the fees reflected as interim herein shall be "trued-up" (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving AT&T-21STATE before the Commission, in the state which CLEC has either attached to or occupied AT&T-21STATE structures (ROW, Conduits, Ducts, and/or Poles).

20.4.2 Under the "True-Up" process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total interim amount paid ("Total Interim

Price"). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC shall pay the difference to AT&T-21STATE. If the Total Final Price is less than the Total Interim Price, AT&T-21STATE shall pay the difference to CLEC.

20.4.3 Each Party shall keep its own records upon which a "True-Up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "True-Up," the Parties agree to follow the Dispute Resolution Process in the General Terms & Conditions to this Agreement.

21.0 Advance Payment

21.1 Attachment and Occupancy Fees:

21.2 Fees for Pole Attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by AT&T-21STATE and shall be computed as set forth herein.

21.2.1 Charges associated with newly Licensed Attachments or Occupancies and other Attachments or Occupancies of less than the entire annual billing period shall be prorated.

21.2.2 Charges shall be prorated retroactively in the event of the removal of CLEC's Facilities.

21.2.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from AT&T-21STATE.

22.0 Indemnification

22.1 In addition to the Indemnification clauses in the General Terms & Conditions to this Agreement, the following shall apply to this Attachment:

22.1.1 AT&T-21STATE shall exercise precaution to avoid damaging the Facilities of CLEC and shall make an immediate report to CLEC of the occurrence of any such damage caused by its employees, agents or contractors. AT&T-21STATE agrees to reimburse CLEC for all reasonable Costs incurred by CLEC for the physical repair of such Facilities damaged by the negligence of AT&T-21STATE, its employees, agents, contractors, subcontractors or invitees. However, AT&T-21STATE shall not be liable to CLEC for any interruption of CLEC's service or for interference with the operation of CLEC's Facilities, or for any special, indirect, or consequential damages arising in any manner, including AT&T-21STATE's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or AT&T-21STATE's actions or omissions in regard thereto and CLEC shall indemnify and save harmless AT&T-21STATE from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.

22.1.2 CLEC shall exercise precaution to avoid damaging the Facilities of AT&T-21STATE and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by CLEC's employees, agents or contractors. CLEC agrees to reimburse AT&T-21STATE for all reasonable Costs incurred by AT&T-21STATE for the physical repair of such Facilities damaged by the negligence of CLEC.

22.1.3 CLEC shall indemnify, protect and save harmless AT&T-21STATE, its directors, officers, employees and agents, AT&T-21STATE's other CLECs, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by AT&T-21STATE, AT&T-21STATE's other CLECs and Joint User(s) as a result of acts by the CLEC, its employees, agents or contractors, including but not limited to the Costs of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of ROW or property owner consents and/or the Costs of defending those rights and/or consents.

22.1.4 The CLEC shall indemnify, protect and save harmless AT&T-21STATE, its directors, officers, employees and agents, AT&T-21STATE's other CLECs, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of CLEC's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the CLEC's employees, agents or contractors in the vicinity of AT&T-21STATE's Pole(s), Anchor(s), Guy(s), or Conduit System.

22.1.5 The CLEC shall indemnify, protect and save harmless AT&T-21STATE, its directors, officers, employees, and agents, AT&T-21STATE's other CLECs, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of CLEC's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of CLEC's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.

22.1.6 CLEC shall promptly advise AT&T-21STATE of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the CLEC's Facilities. CLEC shall promptly notify AT&T-21STATE in writing of any suits or causes of action which may involve AT&T-21STATE and, upon the request of AT&T-21STATE copies of all relevant accident reports and statements made to CLEC's insurer by CLEC or others shall be furnished promptly to AT&T-21STATE.

ATTACHMENT 04 - LOCAL NUMBER PORTABILITY AND NUMBERING

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1.0 Introduction

1.1 Nothing in this Attachment shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code (NXX) Assignment Guidelines (most current version specified on Telcordia's website) or thousand-blocks (NXX-X) pursuant to the Thousands-Blocking Pooling Administration Guidelines (most current version specified on Telcordia's website), or to establish, by tariff or otherwise, Exchanges and Rate Centers corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

1.2 Prior to providing local service in an AT&T-21STATE local Exchange Area, CLEC shall obtain a separate numbering resource (NXX or NXX-X) for each AT&T-21STATE Rate Center to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable the Parties to identify the jurisdictional nature of traffic for Intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than an NXX or an NXX-X.

1.3 Parties shall assign telephone numbers only to those End Users that are physically in the Rate Center to which the NXX is assigned, subject to exceptions as noted in the numbering resource guidelines.

1.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

1.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Business Integrated Routing and Rating Database System (BIRRDS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

1.6 Neither Party is responsible for notifying the other Party's End Users of any changes in dialing arrangements, including those due to NPA relief.

1.7 NXX Migration:

1.7.1 Where either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the End User in a non-Foreign Exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) calendar days) for movements of NXXs from one switch to another. The Parties shall not charge each other as a means for the other to recover costs associated with NXX Migration.

2.0 Definitions

2.1 "Foreign Exchange" or "FX", as used in this Attachment, refers to number assignments and moves outside the Rate Centers with which a telephone number is ordinarily associated, and is different from the term "FX" in Attachment 02 - Network Interconnection, which refers to number assignment and moves outside of a mandatory local calling area.

2.2 "Service Management System" or "SMS", as used in the Attachment, is a database or computer system not part of the public switched network that, (1) interconnects to a Service Control Point (SCP), and sends to that SCP the information and call processing instructions needed for a network switch to process and complete a telephone call; and (2) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.

2.3 "Service Provider Number Portability (SPNP) Data Base Query" means the End User terminating calls from the "N-1" Network to numbers in the Telephone Company's network with NXX codes that have been designated as number portable and the NXX has at least one number ported. AT&T-21STATE may be responsible for making a query to a database containing information necessary to route calls to number portable NXX codes.

2.4 "Intermediate Numbers" means the numbers provided for use by resellers, numbers in dealer numbering pools, numbers preprogrammed into End User premises equipment offered for retail sale, and numbers assigned to messaging service providers.

2.5 "Safety Valve Request" means a mechanism for carriers to request numbering resources apart from the general waiver process.

3.0 General Provisions

3.1 Requirements for LNP:

3.1.1 The Parties shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act and FCC Rules and Orders.

3.1.2 The Parties shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, located on the Number Portability Administration Center's (NPAC) website, regarding LNP for all aspects of number portability, including the time frames for providing porting services to one another.

3.1.3 Either Party shall be permitted to block default-routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.

3.1.4 When a ported telephone number becomes vacant (e.g., the telephone number is no longer in service with the original End User), the ported telephone number will be released back to the carrier owning the switch (after aging if any) in which the telephone number's NXX-X is native.

3.1.5 Each Party shall be responsible for the End User's other Telecommunications related services and features, (e.g., Directory Listings, E911, Line Information Database (LIDB), Operator Services), once that Party has ported the End User's telephone number to the Party's switch.

3.1.6 When purchasing the SPNP Database Query, CLEC will access AT&T-21STATE facilities via an SS7 link.

3.1.7 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.

3.2 Limitations of Service for LNP:

3.2.1 Telephone numbers can be ported only within the Toll Message Rate Centers (TMRCs) as approved by the Commissions. "Porting within Rate Centers" refers to a limitation of changing service providers while the physical location of the End User remains with the wireline footprint of the Rate Center. If the End User changes his, her or its physical location from one Rate Center to another, the End User may not retain his, her or its telephone number (which is associated with the End User's previous Rate Center) as a basic network (non-FX) offering. An End User may retain his, her or its telephone number when moving from one Rate Center to another by the use of a tariff FX or Remote Call Forwarding offering from the new service provider.

3.2.2 Telephone numbers of the following types shall not be ported:

3.2.2.1 AT&T-21STATE Official Communications Services (OCS) NXXs;

3.2.2.2 555, 950, 956, 976 and 900 numbers;

3.2.2.3 N11 numbers (e.g., 411 and 911);

3.2.2.4 Toll-free service numbers (e.g., 800, 888, 877 and 866); and

3.2.2.5 Disconnected or unassigned numbers.

3.2.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 4.4.7.2 below of this Attachment.

3.3 Numbering:

3.3.1 If fulfilling CLEC's request for intermediate numbers results in AT&T-21STATE having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration, NeuStar Pooling Administration or their successors), AT&T-21STATE will submit the required numbering request to the national numbering administrator to satisfy CLEC's request for intermediate numbers. AT&T-21STATE will also pursue all appropriate steps (including submitting a Safety Valve Request (petition) to the Commission if the numbering request is denied by the national administrator) to satisfy CLEC's request for intermediate numbers. In these cases, AT&T-21STATE is not obligated to fulfill the request by CLEC for intermediate numbers unless, and until, AT&T-21STATE's request for additional numbering resources is granted.

3.3.2 CLEC agrees to supply supporting information for any numbering request and/or Safety Valve Request that AT&T-21STATE files pursuant to Section 3.3.1 above.

3.3.3 Each Party is responsible for providing to the other, valid test numbers; one number terminating to a voice announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3.4 Local Number Portability (LNP) and Numbering:

3.4.1 Porting of Resale Numbers:

3.4.1.1 As the network provider, AT&T-21STATE will port telephone numbers, both in and out, on behalf of CLEC at the request of an End User. CLEC will provide to AT&T-21STATE such information as required to issue Local Service Requests (LSR) to port numbers in.

3.5 Non-discriminatory Access to Telephone Numbers:

3.5.1 Where AT&T-21STATE provides Resale services, AT&T-21STATE will provide telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. CLEC acknowledges that such access to telephone numbers shall be in accordance with the appropriate FCC rules, regulations and industry guidelines.

4.0 Product Specific Service Delivery Provisions

4.1 Service Description for LNP:

4.1.1 The LRN software of the switch in which the assigned numbering resource (e.g., NXX or NXX-X) is native determines if the called party is in a portable NXX. When a calling Party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.

4.1.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.

4.1.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.

4.1.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.

4.1.5 Where technically feasible, the Parties shall populate the Jurisdiction Information Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

4.2 "N-1" Query Methodology for LNP:

4.2.1 The Parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the "N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's End Office, or the terminating carrier's End Office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to charge the "N-1" carrier for the query. Refer to the LNP Working Group Best Practice for additional information, located in the Local Number Portability Administration section of the NPAC website.

4.2.2 For interLATA or intraLATA toll calls carried by another carrier, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

4.2.3 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.

4.2.4 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LNP, AT&T-21STATE may query all calls directed to that NXX, provided that AT&T-21STATE's queries shall not adversely affect the quality of service to CLEC's End Users as compared to the service AT&T-21STATE provides its own End Users, and that queries to NXXs where the first number has not been ported are not charged to the "N-1" Carrier.

4.2.5 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the "N-1" carrier for queries initiated before the first number is ported in an NXX.

4.2.6 Rates, terms and conditions for LNP queries performed by AT&T-21STATE are set forth in the applicable FCC Tariff.

4.3 Ordering for LNP:

4.3.1 Porting of numbers from NXXs marked as portable in the LERG will be initiated via LSRs based on Ordering and Billing Forum (OBF) guidelines and in accordance with the provisions of Attachment 07 - Operations Support System (OSS).

4.3.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects, the Parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

4.4 Provisioning for LNP:

4.4.1 The Parties will remove a ported number from the End Office from which the number is being ported as close to the requested time as reasonably practicable, except under the conditions listed in Section 4.4.3 below and Section 4.4.4 below, respectively. The Parties recognize that it is in the best interest of the End User for this removal to be completed in the most expedient manner possible.

4.4.2 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the Unconditional Ten-Digit Trigger is removed.

4.4.2.1 The Parties agree to provide Unconditional Ten-Digit Trigger wherever technically feasible.

4.4.3 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.

4.4.4 Coordinated Orders. Orders worked on a coordinated basis will be coordinated by the Parties until the numbers are disconnected in the old switch.

4.4.5 The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the affected End User. The Parties will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within fifteen (15) minutes after receipt of a download from the NPAC SMS (the current NANC goal for such updating).

4.4.6 At the time a telephone number is ported via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is de-provisioned.

4.4.7 Mass Calling:

4.4.7.1 The HVCI Network is designed to ease the network congestion that occurs when large numbers of incoming telephone calls are solicited by an End User, such as a radio station or a ticket agency.

4.4.7.1.1 HVCI is also known as:

4.4.7.1.1.1 Choke Network

4.4.7.1.1.2 Mass Calling

4.4.7.1.1.3 Public Response Choke Network

4.4.7.2 Using a non-LRN process, AT&T-21STATE will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers.

4.4.8 Operator Services, LIDB and Directory Assistance:

4.4.8.1 The Provisions of this Agreement pertaining to Operator Services, LIDB and Directory Assistance shall also apply when LNP is in place.

4.4.9 Porting of Direct Inward Dialing (DID) Block Numbers:

4.4.9.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.

4.4.9.2 The Parties shall offer LNP to End Users for any portion of an existing DID block without being required to port the entire block of DID numbers.

4.4.9.3 The Parties shall permit End Users which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

5.0 Other

5.1 Pricing for LNP:

5.1.1 With the exception of lawful query charges, the Parties shall not charge each other for the porting of telephone numbers as a means for the other to recover the costs associated with LNP.

ATTACHMENT 05 - 911-E911

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions by which AT&T-21STATE will provide CLEC with access to AT&T-21STATE's 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

1.2 The Parties acknowledge and agree that AT&T-21STATE can only provide E911 Service in a territory where an AT&T-21STATE is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to AT&T-21STATE's E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.

1.3 For CLEC's own switches, AT&T-21STATE shall provide access to its E911 Selective Routers as described herein only where the PSAP and/or E911 Customer served by the E911 Selective Routers has approved CLEC to carry E911 Emergency Services calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer at any time.

2.0 Definitions

2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.

2.2 "911 Trunk" or "E911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.

2.3 "Automatic Location Identification (ALI)" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.4 "Automatic Number Identification (ANI)" means the telephone number associated with the access line from which a call to 911 originates.

2.5 "Company Identifier" or "Company ID" means a three (3) to five (5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.6 "Database Management System (DBMS)" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or ALI for 911 systems.

2.7 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number, 911.

2.8 "E911 Universal Emergency Number Service (E911)" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone Exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes ANI, ALI, and/or SR.

2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.

2.10 "Emergency Service Number (ESN)" means a three (3) to five (5) digit number representing a unique combination of Emergency Services agencies designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates SR and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper Emergency Services agency (ies).

2.11 "National Emergency Number Association (NENA)" is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training.

NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.12 "Public Safety Answering Point (PSAP)" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.13 "Selective Routing" (SR) means the routing and "E911 Selective Router" (E911 SR) means the equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. SR is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3.0 AT&T Responsibilities

3.1 AT&T-21STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to provide CLEC with nondiscriminatory access to E911 Emergency Service as described in this Attachment.

3.2 Call Routing:

3.2.1 AT&T-21STATE will route 911 calls from the AT&T-21STATE SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 AT&T-21STATE will forward the ANI to the calling party number it receives from CLEC and the associated 911 ALI to the PSAP for display. If no ANI is forwarded by CLEC, AT&T-21STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T-21STATE will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking:

3.3.1 AT&T-21STATE shall provide and maintain sufficient dedicated E911 Trunks from AT&T-21STATE's E911 SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 AT&T-21STATE will provide facilities to interconnect the CLEC to the AT&T-21STATE's E911SR, as specified in Attachment 02 -Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CLEC, AT&T-21STATE will provide such diversity where technically feasible, at standard applicable tariff rates.

3.4 Database:

3.4.1 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE shall provide CLEC access to the E911 Database to store CLEC's End User "911 Records" (i.e., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE shall coordinate access to the AT&T-21STATE DBMS for the initial loading and updating of CLEC End User 911 Records.

3.4.3 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

4.0 CLEC Responsibilities

4.1 Call Routing (for CLEC's own switches):

4.1.1 CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T-21STATE E911 SR location.

4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T-21STATE E911 SR.

4.2 Facilities and Trunking (for CLEC's own switches):

4.2.1 CLEC shall be financially responsible for the transport facilities to each AT&T-21STATE E911 SR that serves the Exchange Areas in which CLEC is authorized to and will provide Telephone Exchange Service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 SRs and CLEC shall be financially responsible for the transport facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 CLEC shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect to each appropriate AT&T-21STATE E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking.

4.2.4 CLEC is responsible for ordering a separate E911 Trunk group from AT&T-21STATE for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.

4.2.5 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&T-21STATE E911 SR.

4.2.6 CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated AT&T-21STATE E911 SR.

4.2.7 Diverse (i.e., separate) 911 facilities are highly recommended and may be required by the Commission or E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.

4.2.8 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch (es) to interconnect with the AT&T-21STATE E911 SR.

4.2.9 CLEC shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor), or such other minimum grade of service as required by Applicable Law.

4.2.10 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for Interconnection with AT&T-21STATE.

4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the AT&T-21STATE E911 SR(s). CLEC is responsible for advising AT&T-21STATE of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T-21STATE of a failure or outage. The Parties

agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-21STATE will refer network trouble to CLEC if no defect is found in AT&T-21STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.2.12 CLEC will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.

4.2.13 Where required, CLEC will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.

4.3 Database:

4.3.1 Once the 911 Interconnection between CLEC and all appropriate AT&T-21STATE E911 SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T-21STATE for inclusion in AT&T-21STATE's DBMS on a timely basis.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.

4.3.3 CLEC shall adopt use of a Company/NENA ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 CLEC is responsible for providing AT&T-21STATE updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T-21STATE 911 DBMS.

5.0 Responsibilities of the Parties

5.1 For CLEC's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from CLEC's POI to the designated AT&T-21STATE E911 SR(s).

5.1.1 AT&T-21STATE and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T-21STATE E911 SR(s).

5.2 911 Surcharge Remittance to PSAP:

5.2.1 For CLEC's own switch(es), the Parties agree that:

5.2.1.1 AT&T-21STATE is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and

5.2.1.2 AT&T-21STATE is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.1.3 Facility based CLECs shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Authority. The Parties agree that:

5.2.2.1 AT&T-12STATE shall include Reseller information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.2.2 AT&T SOUTHEAST REGION 9-STATE will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the

AT&T SOUTHEAST REGION 9-STATE shall include this information upon request by the 911 Customer.

6.0 Methods and Practices

6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T-21STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7.0 Contingency

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and providing interconnection and call routing for purposes of 911 call completion to a PSAP as required by Section 251 of the Act.

7.2 The Parties agree that the 911 System as provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-21STATE and CLEC.

7.2.1 In AT&T TEXAS only:

7.2.1.1 These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to AT&T TEXAS not later than forty-five (45) Business Days prior to the passing of live traffic. AT&T TEXAS shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) Business Days prior to the passing of live traffic.

7.2.1.2 CLEC must obtain documentation of the approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to AT&T TEXAS prior to use of CLEC's E911 connection for actual emergency calls.

7.2.1.3 Each Party will designate a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of 911 Trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2 above, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2 above.

8.0 Basis of Compensation

8.1 Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a PSAP as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable AT&T-21STATE Commission-approved access tariff.

ATTACHMENT 06 – CUSTOMER INFORMATION SERVICES

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1.0 Introduction

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

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/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,

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

1.2.1.3 Leased Local Circuit Switching from AT&T-21STATE.

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 technically feasible and available, 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 3.6.8 below.

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

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

1.3.2 Where technically feasible and available, when an operator dials the appropriate Toll Center Code in addition to the inward code, the AT&T-21STATE INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

1.4 DAL:

1.4.1 This Attachment sets forth terms and conditions under which CLEC agrees to purchase DAL information from AT&T-21STATE.

1.5 White Pages:

1.5.1 This Attachment sets forth terms and conditions that apply to Facility-Based CLECs for subscriber listing information in white page directories provided by AT&T-21STATE.

2.0 Definitions

2.1 "Busy Line Verification (BLV)" means a service in which an End User asks an operator to verify a conversation in progress.

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

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

2.4 "Facilities-Based CLEC" means a CLEC that provides service through its own switch, a Third Party provider's switch or via local circuit switching leased from AT&T-21STATE via a stand-alone agreement.

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

2.6 "Services" means Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

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

3.0 Operator Services (OS) / Directory Services (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 technically feasible and/or available, 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) within which the CLEC's OS/DA traffic originates.

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

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User's physical

billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-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.

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.

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 OS 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 ASR's on this one-way trunk group.

3.3.6.2 DA/ DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-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.

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

3.3.6.3.1 Where available, when CLEC wishes for AT&T-21STATE to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from AT&T-21STATE's OS switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

3.4 OS Offerings:

3.4.1 OS Rate Structure:

3.4.1.1 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 technically feasible and/or available). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 OS Call Processing:

3.4.2.1 AT&T-21STATE will provide OS to CLEC End Users where technically feasible and/or available 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. AT&T-21STATE will provide the following OS services to CLEC End User:

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

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

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

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

3.4.2.1.5 Person-To-Person- The End User dialing 0- or 0+, asks the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.4.2.1.6 Busy Line Verification (BLV) - A service in which the End User asks an OS operator to verify a conversation in progress.

3.4.2.1.7 Busy Line Interrupt (BLV/I) - A service in which the End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.5 DA Offerings:

3.5.1 DA Rate Structure:

3.5.1.1 AT&T-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 DA Call Processing:

3.5.2.1 AT&T-21STATE will provide DA Services to CLEC End Users where technically feasible and available 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.

3.5.2.1.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.

3.5.2.1.3 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.

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

3.5.2.1.5 Business Category Search (BCS) - A service 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 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself. CLEC may custom brand or brand with silence.

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

3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having AT&T-21STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to OS/DA platform with all other OS/DA calls, for which brand loading charges will still apply.

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

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

3.6.3 AT&T-21STATE will be responsible for loading the CLEC provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial

recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

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

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

3.6.6 Where CRR is available, 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.

3.6.7 CRR load charges are assessed per loaded set of rates/references, where Consolidated Reference Rater is available, 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.

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

3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-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.

3.6.8.2 To the extent that CLEC has not established the Branding/Silent 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 Inward Assistance Operator Services (INW)

4.1 Responsibilities of the Parties:

4.1.1 To the extent that CLEC elects to interconnect with AT&T-21STATE's operator assistance switches, the CLEC's responsibilities are described below.

4.1.2 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.

4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the AT&T-21STATE operator assistance switch utilizing MF signaling.

4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by AT&T-21STATE. CLEC or its designated OS providers shall submit an ASR to AT&T-21STATE to establish any new interconnection trunking arrangements.

4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.

4.3 Specifics of INW Offering and Pricing:

4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the AT&T-21STATE operator assistance switches. These codes are specific to the various AT&T-21STATE LATAs where AT&T-21STATE operator assistance switches are located.

4.3.2 AT&T-21STATE OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the AT&T-21STATE operator to the CLEC operator on an inward basis.

4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.

4.3.4 AT&T-21STATE pricing for INW shall be based on the rates specified in the Pricing Sheet.

4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-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.

4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.0 Directory Assistance Listings (DAL)

5.1 Responsibilities of the Parties:

5.1.1 Where technically feasible and available, AT&T-21STATE will provide DAL information referred to as Directory Assistance Listing (DAL) in AT&T SOUTHWEST REGION 5-STATE, Directory Assistance Listing Information Service (DALIS) in AT&T CALIFORNIA, Dialing Parity Directory Listings (DPDL) in AT&T MIDWEST REGION 5-STATE, Directory Assistance List License (DALL) in AT&T NEVADA and Directory Assistance Database Services (DADS) in AT&T SOUTHEAST REGION 9-STATE (hereinafter collectively referred to as DAL).

5.1.2 AT&T-21STATE owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.

5.1.3 AT&T-21STATE uses the DAL information in its database to provide directory assistance (DA) service to End Users who call AT&T-21STATE's DA to obtain such information.

5.1.4 Inasmuch as AT&T-21STATE provides DA service under contract for ILECs and CLECs, AT&T-21STATE's database also contains DAL information of other ILEC and CLEC telephone service subscribers.

5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in AT&T-21STATE's DA database.

5.1.6 AT&T-21STATE agrees to license requested DAL information contained in its database, under the following terms and conditions:

5.1.6.1 AT&T-21STATE shall provide DAL information in a mutually acceptable format.

5.1.6.2 AT&T-21STATE shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-21STATE will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.

5.2 Product Specific Service Delivery Provisions:

5.2.1 Use of DAL Information:

5.2.1.1 CLEC may use the DAL information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of DAL.

5.2.1.2 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information when available. The information provided for non-published telephone service subscribers can only be used for two (2) purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC's database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.

5.3 Other:

5.3.1 Pricing:

5.3.1.1 The prices at which AT&T-21STATE agrees to provide CLEC with DAL are provided for in the Pricing Sheet.

5.3.2 Breach of Contract:

5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party's DAL license, without terminating its own rights hereunder, upon fourteen (14) calendar days Notice, until the other Party's breach is remedied. Further should CLEC breach the DAL provisions of this Attachment, it shall immediately cease use of AT&T-21STATE's DAL information.

5.3.3 Term of DAL Service:

5.3.3.1 After twelve (12) consecutive months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days' written Notice to the other Party.

5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay AT&T-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 the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by AT&T-21STATE associated with the provision of the DAL database.

5.3.4 Ordering:

5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by AT&T-21STATE.

6.0 White Pages

6.1 General Provisions:

6.1.1 AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to white pages directory listings, as described herein.

6.1.2 AT&T-21STATE will meet state requirements through itself or a contracted vendor to publish alphabetical white pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in AT&T-21STATE's ILEC Territory in the appropriate white pages directories.

6.2 Responsibilities of the Parties:

6.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white pages directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and AT&T-21STATE practices are subject to change from time to time. 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.

6.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

6.2.1.2 Listing Information Confidentiality:

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

6.2.1.3 Unlisted/Non-Published End Users:

6.2.1.3.1 CLEC will provide to AT&T-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 the Pricing Sheet.

6.2.1.4 Additional, Designer and Other Listings:

6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks.

6.2.2 CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the 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.

6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual 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.

6.2.4 Distribution of Directories:

6.2.4.1 Each CLEC subscriber will 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 subscribers during the annual delivery of newly published directories.

6.2.4.2 AT&T-21STATE has no obligation to provide any additional white page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.

6.2.4.3 CLEC subscribers may receive for additional directories in the same manner and format as they are made available to AT&T-21STATE's subscribers.

6.2.5 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

6.2.6 Use of Subscriber Listing Information:

6.2.6.1 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 publishing products and services.

6.2.6.2 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 intermingled 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.

6.2.7 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

6.2.8 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

6.2.9 Breach of Contract:

6.2.9.1 If either Party is found to have materially breached the white pages directory terms of this Attachment, the non-breaching Party may terminate the white pages directory terms of this

Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of 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.

7.0 General Conditions:

7.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, this Attachment in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Attachment on ninety (90) days' written notice.

ATTACHMENT 07 - OPERATIONS SUPPORT SYSTEMS

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by AT&T-21STATE. CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to 251(c)(3) UNEs (as provided in Attachment 13 - 251(c)(3) UNEs, resold services, or other services covered by this Interconnection Agreement ICA Service(s)).

1.2 Should AT&T-21STATE no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T-21STATE shall no longer be obligated to offer access and use of OSS for that ICA Service.

2.0 Definitions

2.1 "Service Bureau Provider (SBP)" means a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T-21STATE OSS application-to-application interfaces via a dedicated connection over which multiple CLEC's local service transactions are transported.

3.0 General Provisions

3.1 AT&T-21STATE's OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as "Regional OSS"). Regional OSS is available only in the regions where such systems and processes are currently operational.

3.2 AT&T-21STATE will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CLEC to perform pre-order, order, provisioning, maintenance and repair functions. AT&T-21STATE will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.

3.3 AT&T-21STATE will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T's CLEC Online website. Documentation may be amended by AT&T-21STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.

3.4 AT&T-21STATE's OSS are designed to accommodate requests for both current and projected demands of CLEC and other CLECs in the aggregate.

3.5 CLEC shall advise AT&T-21STATE no less than seven (7) Business Days in advance of any anticipated ordering volumes above CLEC's normal average daily volumes.

3.6 It is the sole responsibility of CLEC to obtain the technical capability to access and utilize AT&T-21STATE's OSS interfaces. All hardware and software requirements for the applicable AT&T-21STATE Regional OSS are specified on AT&T's CLEC Online website.

3.7 CLEC must access the AT&T-21STATE OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T's CLEC Online website.

3.8 Prior to initial use of AT&T-21STATE's Regional OSS, CLEC shall attend and participate in implementation meetings to discuss CLEC access plans in detail and schedule testing.

3.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC will also provide a single point of contact for technical issues related to CLEC's use of AT&T-21STATE's electronic interfaces.

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

3.11 AT&T-21STATE shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T-21STATE shall make manual processes available.

3.12 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to AT&T-21STATE's electronic interfaces, AT&T-21STATE's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.

3.13 Due to enhancements and on-going development of access to AT&T-21STATE CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T-21STATE shall provide proper notice of interface phase-out in accordance with CMP.

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

3.15 Proper Use of OSS Interfaces

3.15.1 CLEC shall use AT&T-21STATE electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-21STATE's Data Connection Security Requirements as identified in Section 9.0 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-21STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-21STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T-21STATE for any and all damages caused by such unauthorized entry.

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

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

3.15.2.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-21STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CLEC will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.

3.15.3 AT&T-21STATE shall be free to connect an End User to any CLEC based upon that CLEC's request and that CLEC's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T-21STATE upon request and at no charge.

3.15.4 By using electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering of ICA Services. CLEC is also responsible for all actions of its employees using any of AT&T-21STATE's OSS. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-21STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-21STATE to CLEC. In addition, CLEC agrees to indemnify and hold AT&T-21STATE harmless against any claim made by an End User of CLEC or Third Parties against AT&T-21STATE caused by or related to CLEC's use of any AT&T-21STATE OSS.

3.15.5 In the event AT&T-21STATE has good cause to believe that CLEC has used AT&T-21STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-21STATE shall give CLEC written Notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which CLEC shall provide to AT&T-21STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.15.6 In the event CLEC does not respond to the Notice of Misuse or does not agree that the CLEC's use of AT&T-21STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.15.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-21STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

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

3.16 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, AT&T-21STATE shall have the right to conduct an audit of CLEC's use of the AT&T-21STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-21STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-21STATE shall give ten (10) calendar days advance written Notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the Audit Notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T-21STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-21STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T-21STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T-21STATE. If CLEC fails to cooperate in the audit, AT&T-21STATE reserves the right to terminate CLEC's access to electronic processes.

4.0 Pre-Ordering

4.1 AT&T-21STATE Regional OSS are available in order that CLEC can perform the pre-ordering functions for ICA Services, including but not limited to:

4.1.1 Service address validation

4.1.2 Telephone number selection

4.1.3 Service and feature availability

4.1.4 Due date information

4.1.5 Customer service information

4.1.6 Loop makeup information

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

4.3 CLEC shall provide AT&T-21STATE with access to End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CLEC shall provide to AT&T-21STATE paper copies of End User record information, including circuit numbers associated with each

telephone number where applicable. CLEC shall provide such End User service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

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

5.0 Ordering

5.1 AT&T-21STATE will provide ordering functionality. To order any ICA Services CLEC will format a Local Service Request (LSR) to identify the features, services or elements CLEC is requesting AT&T-21STATE to provision in accordance with applicable AT&T-21STATE ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.

5.2 In ordering and provisioning, Unbundled Dedicated Transport (UDT) and local Interconnection trunks, CLEC and AT&T-21STATE will use industry Access Service Request (ASR) guidelines, based upon AT&T-21STATE ordering requirements. AT&T-21STATE's ASR guidelines are located on AT&T's CLEC Online website.

5.3 AT&T-21STATE product/service intervals are located on AT&T's CLEC Online website.

5.4 AT&T-21STATE shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. CLEC shall provide to AT&T-21STATE an FOC per the guidelines located on AT&T's CLEC Online website.

5.5 When an AT&T-21STATE provided ICA Service is replaced by CLEC's facility-based service using any AT&T-21STATE provided ICA Services, CLEC shall issue appropriate service requests, to both disconnect the existing service and order ICA Services. These requests will be processed by AT&T-21STATE, and CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered. Similarly, when an End User is served by one CLEC using AT&T-21STATE provided ICA Services is converted to another CLEC's service using any AT&T-21STATE provided ICA Services, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC End User. These requests will be processed by AT&T-21STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered.

5.6 AT&T-21STATE shall bill to CLEC an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g. manually, semi-mechanized, mechanized) at the rate set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).

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

6.0 Provisioning

6.1 AT&T-21STATE will provide to CLEC nondiscriminatory provisioning of ICA Services. Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.

6.2 AT&T-21STATE shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside AT&T-21STATE's regular working hours, or the work so requested requires AT&T-21STATE's technicians or project managers to work outside of regular working hours, AT&T-21STATE will assess overtime charges set forth in the Pricing Schedule/AT&T-21STATE's intrastate Access Services Tariff.

6.3 In the event AT&T-21STATE must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact

name/number, etc.), AT&T-21STATE will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

6.4 Cancellation Charges:

6.4.1 If CLEC cancels an order for ICA Services subsequent to AT&T-21STATE's generation of a service order, any costs incurred by AT&T-21STATE in conjunction with provisioning of services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's CLEC Online website. In addition, AT&T-21STATE reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) Business Days to a Missed Appointment order notification.

6.4.1.1 Notwithstanding the foregoing, if CLEC places an LSR based upon AT&T-21STATE's loop makeup information, and such information is inaccurate resulting in the inability of AT&T-21STATE to provision the ICA Services requested and another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where CLEC places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if AT&T-21STATE cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, CLEC may cancel its request for those ICA Services without incurring cancellation charges. In such instance, should CLEC elect to cancel the entire LSR, cancellation charges as shall apply to those ICA Services that were not the subject of inaccurate loop makeup.

6.5 Expedite Charges:

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

6.6 Order Modification Charges:

6.6.1 If CLEC modifies an order after being sent a FOC from AT&T-21STATE, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be accessed from the Pricing Schedule as applicable.

7.0 Maintenance/Repair

7.1 AT&T-21STATE will provide CLEC with access to electronic interfaces for the purpose of reporting and monitoring trouble.

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

7.3 AT&T-21STATE will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.

7.4 CLEC shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T-21STATE to test and make adjustments appropriate for maintaining the 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

7.5 Neither CLEC or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T-21STATE except with the prior written consent of AT&T-21STATE.

7.6 CLEC will be responsible for testing and isolating troubles on ICA Services. CLEC must test and isolate trouble to the AT&T-21STATE network before reporting the trouble to the Maintenance Center. Upon request from AT&T-21STATE at the time of the trouble report, CLEC will be required to provide the results of the CLEC test isolating the trouble to the AT&T-21STATE network.

7.7 For all ICA Services repair requests, CLEC shall adhere to AT&T-21STATE's prescreening guidelines prior to referring the trouble to AT&T-21STATE.

7.8 CLEC will contact the appropriate AT&T-21STATE repair centers in accordance with procedures established by AT&T-21STATE.

7.9 AT&T-21STATE reserves the right to contact CLEC's End Users, if deemed necessary, for provisioning or maintenance purposes.

7.10 Repair requests are billed in accordance with the provisions of this Agreement. If CLEC reports a trouble on a AT&T-21STATE ICA Service and no trouble is found in AT&T-21STATE's network, AT&T-21STATE will charge CLEC a Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges for any dispatching and testing (both inside and outside the Central Office) required by AT&T-21STATE in order to confirm the working status. AT&T-21STATE will assess these charges at the rates set forth in the Pricing Schedule and/or applicable tariffs.

7.11 In the event AT&T-21STATE must dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Pricing Schedule.

7.12 CLEC shall pay Time and Material charges when AT&T-21STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-21STATE or in detariffed CPE provided by AT&T-21STATE, unless covered under a separate maintenance agreement.

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

7.14 If CLEC issues a trouble report allowing AT&T-21STATE access to End User's premises and AT&T-21STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-21STATE personnel are dispatched. Subsequently, if AT&T-21STATE personnel are allowed access to the premises, these charges will still apply.

7.15 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T-21STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-21STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-21STATE performed other than on a normally scheduled workday.

7.15.1 If CLEC requests or approves an AT&T-21STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

8.0 Billing

8.1 AT&T-21STATE will provide to CLEC nondiscriminatory access to associated billing information as necessary to allow CLEC to perform billing functions.

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

8.1.1.1 CLEC agrees to pay the applicable rates set forth in the Pricing Schedule, Tariff, or Guidebook, as applicable

8.1.1.2 When a CLEC elects to receive its monthly billing statements in more than one bill media format paper media shall be the primary media source and any other media formats shall be secondary media subject to the rates, terms and conditions contained in the Pricing Schedule, Tariff, or Guidebook, as applicable.

9.0 Data Connection Security Requirements

9.1 CLEC agrees to comply with AT&T-21STATE data connection security procedures, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. These procedures are set forth on the AT&TCLEC Online website.

9.2 CLEC agrees that interconnection of CLEC data facilities with AT&T-21STATE data facilities for access to OSS will be in compliance with AT&T-21STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T-21STATE and available on the AT&T CLEC Online website.

9.3 Joint Security Requirements:

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

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

9.3.3 CLEC shall immediately notify AT&T-21STATE when an employee user ID is no longer valid (e.g. employee termination or movement to another department).

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

9.3.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC's or AT&T-21STATE's network. At a minimum, this shall include access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

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

9.4 Additional Responsibilities of the Parties:

9.4.1 Modem/DSU Maintenance And Use Policy:

9.4.1.1 To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-21STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited in Section 9.2 above.

9.4.2 Monitoring:

9.4.2.1 Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

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

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

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

9.4.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-21STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-21STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

9.5 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

9.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.6 below through Section 9.12 below inclusive summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T-21STATE, respectively, as the providers of the computer, network or information in question.

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

9.6 General Policies:

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

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

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

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

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

9.7 User Identification:

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

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

9.7.3 User IDs will be revalidated on a monthly basis.

9.8 User Authentication:

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

9.8.2 Passwords must not be stored in script files.

9.8.3 Passwords must be entered by the user.

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

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

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

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

9.9 Access and Session Control:

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

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

9.10 User Authorization:

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

9.11 Software and Data Integrity:

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

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

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

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

9.12 Monitoring and Audit:

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

> *"This is a(n) (AT&T or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

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

10.0 Miscellaneous

10.1 To the extent AT&T-21STATE seeks to recover costs associated with OSS system access and connectivity, AT&T-21STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

10.2 Unless otherwise specified herein, charges for the use of AT&T-21STATE's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the applicable rates set forth in the Pricing Schedule.

10.3 Single Point of Contact:

10.3.1 CLEC will be the single point of contact with AT&T-21STATE for ordering activity for ICA Services used by CLEC to provide services to its End Users, except that AT&T-21STATE may accept a request directly from another CLEC, or AT&T-21STATE, acting with authorization of the affected End User. Pursuant to a request from another carrier, AT&T-21STATE may disconnect any ICA Service being used by CLEC to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. AT&T-21STATE will notify CLEC that such a request has been processed but will not be required to notify CLEC in advance of such processing.

10.4 Use of Facilities:

10.4.1 When an End User of CLEC elects to discontinue service and to transfer service to another LEC, including AT&T-21STATE, AT&T-21STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as ICA Services, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T-21STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.

10.5 AT&T-21STATE will provide loss notifications to CLEC. This notification alerts CLEC that a change requested by another Telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.

11.0 Service Bureau Provider Arrangements for Shared Access to OSS

11.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T-21STATE OSS via a Service Bureau Provider as follows:

11.1.1 CLEC shall be permitted to access AT&T-21STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-21STATE to allow Service Bureau Provider to establish access to and use of AT&T-21STATE's OSS.

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

11.1.3 It shall be the obligation of CLEC to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-21STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides Notice. Additionally, AT&T-21STATE shall have a reasonable transition period to terminate any such connection after Notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

11.2 AT&T-21STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T-21STATE's control associated with Third Party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T-21STATE's OSS) which could not be avoided by AT&T-21STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

ATTACHMENT 08 - BONA FIDE REQUEST

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1.0 Introduction

1.1 The Parties agree that CLEC is entitled to order any Section 251 or 251(c)(3) element required to be made available by FCC requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when CLEC makes a request of AT&T-21STATE to provide a new or modified Section 251 or 251(c)(3) element that is not currently offered by AT&T-21STATE but is required to be made available via the Act.

2.0 Definitions

2.1 "BFR" means a Bona Fide Request pursuant to the Act.

2.2 "Complex Request Evaluation Fee" means an Individual Case Basis (ICB) fee to compensate AT&T-21STATE for the extraordinary expenses directly related to the CLEC's BFR which is a complex request that requires the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc.

2.3 "Development Rate" means the estimated cost for AT&T-21STATE to develop the new or modified 251(c)(3) element and other network elements.

3.0 Responsibilities of the Parties

3.1 A BFR shall be submitted by CLEC on the BFR Application Form, located on the AT&T CLEC Online website to their designated AT&T-21STATE Senior Carrier Accounts Manager (SrCAM) and shall specifically identify the requested service date, technical requirements, and/or such other specifications that clearly define the request such that AT&T-21STATE has sufficient information to analyze and prepare a response. Such a request shall also include CLEC's designation of the BFR being pursuant to the Act.

3.1.1 CLEC shall include with its BFR Application Form a "BFR Deposit" to cover preliminary evaluation costs. See Pricing Schedule for the BFR Deposit amount.

3.1.2 If the BFR Deposit amount identified in the Pricing Schedule is not made at the time of the BFR Application, CLEC shall be responsible for all preliminary evaluation costs incurred by AT&T-21STATE to complete the preliminary analysis (regardless of whether such costs are greater or lesser than the BFR Deposit amount in the Pricing Schedule).

3.1.3 If CLEC submits a BFR Deposit with its BFR, and AT&T-21STATE is not able to process the request or determines that the request does not qualify for BFR treatment, then AT&T-21STATE will credit the BFR Deposit amount to the CLEC's account. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the BFR Deposit, the balance of the deposit will, at the option of CLEC, either be credited toward the CLEC's account or credited toward any additional developmental costs authorized by CLEC.

3.2 Within two (2) Business Days of AT&T-21STATE's receipt of a fully complete and valid BFR, AT&T-21STATE shall acknowledge, in writing, its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the BFR to the extent known at that time. Notwithstanding the foregoing, AT&T-21STATE may reasonably request additional information from CLEC at any time during the processing of the BFR.

3.3 For any new or modified Section 251 or 251(c)(3) element required to be unbundled by Act, if AT&T-21STATE determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T-21STATE to expend extraordinary resources to evaluate the BFR, AT&T-21STATE shall notify CLEC within ten (10) Business Days of AT&T-21STATE's receipt of the BFR that a Complex Request Evaluation Fee will be required prior to the preliminary analysis of the BFR being performed by AT&T-21STATE. If CLEC accepts the Complex Request Evaluation Fee proposed by AT&T-21STATE, CLEC shall submit such fee within thirty (30) Business Days of AT&T-21STATE's notice that a Complex Request Evaluation Fee is required. AT&T-21STATE will not be obligated to further process the BFR until such Complex Request Evaluation Fee is received by AT&T-21STATE. Within thirty

(30) Business Days of AT&T-21STATE's receipt of the Complex Request Evaluation Fee, AT&T-21STATE shall respond to CLEC by providing a preliminary analysis.

3.4 If AT&T-21STATE is not required to expend extraordinary resources to evaluate the BFR as described in Section 3.3 above, then within thirty (30) Business Days of AT&T-21STATE's receipt of CLEC's fully complete and valid BFR, AT&T-21STATE shall respond to CLEC by providing a preliminary analysis of the new or modified Section 251 or 251(c)(3) element. The preliminary analysis shall confirm either that AT&T-21STATE will or will not offer the new or modified Section 251 or 251(c)(3) element.

3.5 CLEC may cancel a BFR at any time up until thirty (30) Business Days after receiving AT&T-21STATE's preliminary analysis. If CLEC cancels the BFR within thirty (30) Business Days after receipt of AT&T-21STATE's preliminary analysis, AT&T-21STATE shall be entitled to retain the BFR Deposit or any Complex Request Evaluation Fee, minus those costs that have not been incurred by AT&T-21STATE as of the date of cancellation.

3.6 CLEC will have thirty (30) Business Days from receipt of the preliminary analysis to accept the preliminary analysis. CLEC must provide acceptance of the preliminary analysis in writing and provide the payment of the estimated Development Rate for the new or modified network element quoted in the preliminary analysis. If CLEC fails to respond within this thirty (30) Business Day period, the BFR will be deemed cancelled.

3.7 As soon as feasible, but not more than ninety (90) calendar days after AT&T-21STATE's receipt of CLEC's written acceptance of the preliminary analysis and payment of the estimated Development Rate, AT&T-21STATE shall provide to CLEC a firm price quote. The firm price quote will include any additional Development Rates, the nonrecurring rate and the recurring rate, and a detailed implementation plan. The firm nonrecurring rate will not include any of the Development Rate or the Complex Request Evaluation Fee, if required, in the calculation of this rate.

3.8 CLEC shall have thirty (30) Business Days from receipt of the firm price quote to accept or deny the firm price quote in writing and submit any additional Development Rates or nonrecurring rates quoted in the firm price quote. If AT&T-21STATE does not receive Notice of any of the foregoing within such thirty (30) Business Day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T-21STATE for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by AT&T-21STATE).

3.9 Unless CLEC agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.

3.10 If CLEC believes that AT&T-21STATE's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the Dispute Resolution provisions set forth in the General Terms and Conditions of this Agreement.

3.11 Upon agreement to the rates, terms and conditions of the BFR, an amendment to this Agreement may be required and the Parties shall negotiate such amendment in good faith.

ATTACHMENT 09 - PERFORMANCE MEASUREMENTS

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1.0 General Provisions

1.1 The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T-21STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations and within this Agreement.

1.2 AT&T-21STATE's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plan(s), the Plan(s)) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. The Parties agree that CLEC may not use the existence of such Plans as evidence that AT&T-21STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T-21STATE's conduct underlying its performance, and the performance data provided under the Performance Measurements Plans, however, are not made inadmissible by these terms. AT&T-21STATE's performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.3 Nothing herein shall be interpreted to be a waiver of AT&T-21STATE's right to argue and contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.

2.0 Region-Specific Provisions

2.1 AT&T MIDWEST REGION 5-STATE Requirements:

2.1.1 Except as otherwise provided herein, the Performance Measurements in the Performance Measurements Plans most recently adopted or ordered, in a generic/non-CLEC specific proceeding, by the Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Modifications and/or deletions to Performance Measurements in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement in Michigan, these measurements will be effective with the first full month of performance after Commission approval of the measurements.

2.1.2 The Performance Measurements Plans may include a remedy plan providing liquidated damages payments where such a plan was also approved by the Commission in a generic/non-CLEC specific proceeding. Any subsequent Commission-ordered additions, modifications and/or deletions to the remedies provisions of the Performance Measurements Plans, in that proceeding or any successor proceeding, to which no participating party has objected, shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements (Remedy) Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement, in Michigan, the Remedy Plan will be effective with the first full month of performance after Commission approval of the Remedy Plan.

2.1.3 Proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered by the respective Commission under the specific authority identified herein, or under any successor authority or docket, shall be the effective plan under this Agreement. Currently, such dockets are as follows:

2.1.3.1 Illinois – 83 IL. Administrative Code Part 731

2.1.3.2 Indiana – Cause No. 41657

2.1.3.3 Michigan – Case No. U-11830

2.1.3.4 Ohio – Case No. 00-942-TP-COI

2.1.3.5 Wisconsin – Docket No. 6720-TI-198 (Performance Measurements only)

2.1.3.6 Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA.

2.2 Provisions of this Performance Measurements Attachment will terminate in accordance with Section 6.5 (Section 6.6 for Illinois and Michigan) of the AT&T MIDWEST REGION 5-STATE Remedy Plan.

2.3 AT&T SOUTHEAST REGION 9-STATE Requirements:

2.3.1 Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation by AT&T SOUTHEAST REGION 9-STATE pursuant to Commission order.

2.4 AT&T SOUTHWEST REGION 5-STATE Requirements:

2.4.1 The Performance Measurements Plans most recently approved, adopted or ordered by the respective Commission in the state 271 successor Agreement (X2A) proceedings are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents), to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission order.

2.5 AT&T CALIFORNIA Requirements:

2.5.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the California Public Commission in Decision No. 99-08-020 (dated August 5, 1999 and subsequent modifying decisions) in Docket No. R. 97-10-016/I. 97-10-017 (filed October 9, 1997) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.

2.6 AT&T NEVADA Requirements:

2.6.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the Nevada Public Utilities Commission in Docket 06-01039 (approved August 29, 2006) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.

ATTACHMENT 10SW - ABT-BILLING-COLLECTING-REMITTING AND CLEARINGHOUSE

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1.0 Introduction

1.1 This Attachment sets forth the terms and conditions that apply to those Telecommunications Services for which Charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the Billing, Collecting and Remitting (BCR) of such Charges and for Compensation for the services performed in connection with the BCR of such Charges and for the settlement of Alternately Billed Traffic (ABT) utilizing the Clearinghouse (CH) process. This Attachment is only applicable to the AT&T SOUTHWEST REGION 5-STATE.

2.0 Definitions

2.1 "Billing, Collecting and Remitting" or "Bill, Collect and Remit" (BCR) means the process and support systems used in AT&T SOUTHWEST REGION 5-STATE for which intrastate/intraLATA local ABT calls are settled among participating LECs and CLECs.

2.2 "Alternately Billed Traffic (ABT)" means the service that allows either Party's End Users to bill LEC-carried calls to accounts that may not be associated with the originating line, and may include all of the following LEC-carried call types for the purpose of this Attachment:

2.2.1 Local and/or intraLATA toll Collect calls

2.2.2 Local and/or intraLATA toll Bill-to-Third Number calls

2.2.3 Local and intraLATA toll Calling Card calls

2.3 "Charges" for BCR only, means the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3.0 below, rendered by a LEC to an End User.

2.4 "Clearinghouse" (CH) means the process and support system used in AT&T SOUTHWEST REGION 5-STATE for which intrastate/intraLATA toll ABT calls are settled among participating LECs and CLECs.

2.5 "Clearinghouse Record" or "CH Record" means the call detail attributed to a single completed toll message.

2.6 "Compensation" means the amount to be paid by one Party to the other Party for BCR of Charges.

2.7 "Local Exchange Carrier (LEC)" as used in this Attachment, means those Local Exchange Carriers or Competitive Local Exchange Carriers that participate in the BCR process contained herein.

2.8 "Local Message" means those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.

2.9 "Revenues" means the sum of all or part of the Charges.

3.0 BCR General Provisions

3.1 This Attachment shall apply to AT&T SOUTHWEST REGION 5-STATE procedures for the BCR of revenues (and Compensation to either Party for BCR of such revenues) derived from the following services:

3.1.1 LEC-carried local messages of the following types:

3.1.1.1 Local Message service Charges billed to a calling card or to a third number.

3.1.1.2 Directory Assistance calls charged to a calling card or to a third number.

3.1.1.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).

3.1.1.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).

4.0 BCR Responsibilities of the Parties

4.1 CLEC agrees to BCR, to AT&T SOUTHWEST REGION 5-STATE the Charges for the services described in Section 3.1.1 above which Charges are earned by any LEC (including AT&T SOUTHWEST REGION 5-STATE) but which are to be billed to End Users of the CLEC by the CLEC.

4.2 In those cases in which the Charges for the services, listed in Section 3.1.1 above, are due any LEC other than AT&T SOUTHWEST REGION 5-STATE, AT&T SOUTHWEST REGION 5-STATE will arrange to transfer these Charges to the appropriate LEC in accordance with accepted industry standards.

4.3 Charges for the services listed in Section 3.1.1 above to be billed, collected and remitted by CLEC for AT&T SOUTHWEST REGION 5-STATE's benefit, shall be remitted by CLEC to AT&T SOUTHWEST REGION 5-STATE within thirty (30) calendar days of the date of AT&T SOUTHWEST REGION 5-STATE's bill to CLEC for such services.

4.4 AT&T SOUTHWEST REGION 5-STATE agrees to bill and collect (or when another LEC agrees to bill and collect), and to remit to CLEC, the Charges for the services described in Section 3.1.1 above, which Charges are earned by CLEC, but which are to be billed by another LEC (including AT&T SOUTHWEST REGION 5-STATE to the End Users of that LEC).

4.5 Charges for the services listed in Section 3.1.1 above to be billed, collected and remitted by AT&T SOUTHWEST REGION 5-STATE or another LEC for CLEC's benefit, shall be remitted by AT&T SOUTHWEST REGION 5-STATE to CLEC within thirty (30) calendar days of the date of CLEC's bill to AT&T SOUTHWEST REGION 5-STATE for such services.

4.6 The full amount of the Charges transmitted to either Party for BCR shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the Compensation due the Party for performing the End User billing function, as described in Section 5.0 below. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.1.1 above. Notwithstanding this paragraph, AT&T SOUTHWEST REGION 5-STATE may net amounts due to CLEC under this Attachment against amounts owed to AT&T SOUTHWEST REGION 5-STATE when AT&T SOUTHWEST REGION 5-STATE renders a bill to CLEC hereunder.

4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

4.8 AT&T SOUTHWEST REGION 5-STATE assumes no responsibility with regard to the accuracy of the data supplied by CLEC when this data is accessed and used by a Third Party.

5.0 BCR Product Specific Service Delivery Provisions

5.1 A Party performing the services described in Section 3.1.1 above will compensate the other Party for each charge billed at the rates set forth in the Pricing Schedule. Such Compensation shall be paid (unless a Party has collected such Compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such Compensation by the Party performing (or which has another LEC perform for it), the BCR functions described in Section 4.0 above.

6.0 CH General Provisions

6.1 ABT does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).

6.2 The settlement of ABT revenues, owed by and among participating LECs, via CH in another AT&T-Owned ILEC region is technically infeasible.

6.3 The only toll call messages that qualify for submission to AT&T SOUTHWEST REGION 5-STATE for CH processing are:

6.3.1 intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC Exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to an End User located in a second LEC's or CLEC Exchange within the same state; or

6.3.2 intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one (1) of AT&T SOUTHWEST REGION 5-STATE's local exchange operating areas, exclusively carried by a

LEC or CLEC over LEC or CLEC facilities, and billed to an End User located in a second LEC's or CLEC Exchange and not in the originating State.

6.4 CLEC agrees to pay AT&T SOUTHWEST REGION 5-STATE a processing charge in consideration of AT&T SOUTHWEST REGION 5-STATE's performance of CH services. This charge is located in the Pricing Schedule.

6.5 CLEC agrees to pay a per message charge to the LEC responsible for billing the message, including AT&T SOUTHWEST REGION 5-STATE when AT&T SOUTHWEST REGION 5-STATE bills the message. This charge is located in the Pricing Schedule.

6.6 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to 6.3 above. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two (2) years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

7.0 CH Responsibilities of the Parties

7.1 CLEC agrees that it will provide AT&T SOUTHWEST REGION 5-STATE billing records for CH processing that are in industry standard format acceptable to AT&T SOUTHWEST REGION 5-STATE. The records shall at minimum display the telephone number of the End User to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory billing requirements. CH Records will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC Exchange but are to be billed to an End User in a second LEC's or CLEC Exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes.

7.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to CH. CLEC will retain its originating records for ninety (90) calendar days such that the category ninety-two (92) Records can be retransmitted to AT&T SOUTHWEST REGION 5-STATE for CH processing, if needed.

7.3 AT&T SOUTHWEST REGION 5-STATE will provide and maintain such systems it believes are required to furnish the CH service described herein. AT&T SOUTHWEST REGION 5-STATE, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

7.4 CLEC will timely furnish to AT&T SOUTHWEST REGION 5-STATE all CH Records required to provide the CH service.

7.5 Presently, in operating the CH, AT&T SOUTHWEST REGION 5-STATE relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any sub-processes are required to settle CH messages due to the use of ported numbers, such sub-processing will be the responsibility of the porting entity.

8.0 CH Product Specific Service Delivery Provisions

8.1 AT&T SOUTHWEST REGION 5-STATE will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the:

8.1.1 amounts owed by CLEC for billing messages originated by others;

8.1.2 amounts due to CLEC for CLEC originated messages billed by others;

8.1.3 applicable billing charges; and

8.1.4 processing charges.

9.0 Limitation of Liability

9.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.

9.2 AT&T SOUTHWEST REGION 5-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T SOUTHWEST REGION 5-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T SOUTHWEST REGION 5-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.

9.3 AT&T SOUTHWEST REGION 5-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T SOUTHWEST REGION 5-STATE. Any losses or damage for which AT&T SOUTHWEST REGION 5-STATE is held liable under this Attachment for CH will in no event exceed the amount of processing charges incurred by CLEC for the services provided hereunder during the period beginning at the time AT&T SOUTHWEST REGION 5-STATE receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

9.4 CLEC agrees to indemnify and hold AT&T SOUTHWEST REGION 5-STATE harmless against and with respect to any and all Third Party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of AT&T SOUTHWEST REGION 5-STATE's performance pursuant to this Attachment.

ATTACHMENT 11 - DAILY USAGE FILE

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1.0 Introduction

1.1 Upon written request from CLEC, AT&T-21STATE will provide CLEC a Daily Usage File (DUF) for services provided hereunder. A DUF will be provided by AT&T-21STATE in accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation. The DUF will include (i) specific daily usage, including both Section 251(b)(5) Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each service to the extent that similar usage sensitive information is provided to retail End Users of AT&T-21STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T-21STATE in connection with service provided by AT&T-21STATE, and (iii) operator handled calls provided by AT&T-21STATE. Procedures and processes for implementing the interfaces with AT&T-21STATE will be included in implementation requirements documentation.

2.0 General Provisions

2.1 Where available, DUF may be requested on flat-rated Resale lines as well as measured-rated Resale lines. DUF provided in this instance is labeled as Enhanced DUF (EDUF). In order to receive EDUF on flat-rated Resale lines, CLEC must also request and receive DUF on its measure-rated Resale lines.

2.2 File transmission for DUF is requested by each unique State and OCN combination. CLEC must provide to AT&T-21STATE a separate written request for each unique State and OCN combination no less than sixty (60) calendar days prior to the desired first transmission date for each file.

2.3 AT&T-21STATE will bill CLEC for DUF in accordance with the applicable rates set forth in the Pricing Schedule under “Electronic Billing Information Data (Daily Usage) per message”, “Provision of Message Detail a.k.a. Daily Usage File (DUF), “FB-CLEC Operator Recording (Daily Usage) per message”, and “Daily Usage File (DUF) Data Transmission, per Message.“ There will be individual rates listed for DUF provided for measure-rated Resale lines and for EDUF provided on flat-rated Resale lines.

2.4 Call detail for LEC-carried calls that are alternately billed to CLEC End Users’ lines provided by AT&T-21STATE through Resale will be forwarded to CLEC as rated call detail on the DUF.

2.5 Interexchange call detail on Resale Services that is forwarded to AT&T-21STATE for billing, which would otherwise be processed by AT&T-21STATE for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T-21STATE records the message.

2.6 Where CLEC is operating its own switch-based service and has contracted with AT&T-21STATE to provide operator services, upon written request from CLEC, AT&T-21STATE will provide CLEC a DUF for operator handled calls handled by AT&T-21STATE.

ATTACHMENT 12 - COLLOCATION

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1.0 Introduction

1.1 This Attachment sets forth the terms and conditions pursuant to which the applicable AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). AT&T-21STATE will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to CLEC for the placement of Telecommunications Equipment as provided for in this Attachment solely for the purposes of (i) transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-21STATE's 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act and effective FCC rules and associated and effective FCC and judicial orders.

1.2 Unless otherwise specified, the terms and conditions in this Attachment apply to both Virtual and Physical Collocation Arrangements. This Attachment provides for the placing of certain Collocator Telecommunications Equipment and facilities on AT&T-21STATE property for the purposes set forth in Section 1.1.

1.3 The terms and conditions expressly set forth in this Attachment shall control in the event of an irreconcilable conflict with any of the following: the Terms and Conditions of the Interconnection Agreement between the Collocator and AT&T-21STATE and all appendices and/or other Attachments, the Collocation Services Handbook, AT&T-21STATE's standards and requirements for equipment and facility installations, documentation on the AT&T CLEC Online website as it may change from time to time, or AT&T-21STATE's TP-76300 which can be found on the AT&T CLEC Online website. References to "this Agreement" herein include the General Terms and Conditions and the other Attachments which comprise Collocator's Interconnection Agreement.

1.4 Unless otherwise specified, intervals and processes are described online in the Collocation Services Handbook and/or the appropriate Technical Publication (TP) found on AT&T CLEC Online website.

1.5 The rates, terms and conditions contained within this Attachment shall only apply when Collocator is physically or virtually collocated as a sole occupant or as a Host within an AT&T-21STATE Premises pursuant to this Attachment.

1.6 This Attachment is only applicable to AT&T-21STATE Premises owned or controlled by AT&T-21STATE.

1.7 Scope:

1.7.1 The Parties intend that this Attachment contain the sole and exclusive terms and conditions by which CLEC will obtain Collocation from AT&T-21STATE pursuant to 47 U.S.C. § 251(c)(6), except to the extent CLEC may also have a Microwave Entrance Facility Collocation Attachment.

1.7.2 AT&T-21STATE will process any order for 251(c)(6) Collocation submitted by Collocator in accordance with this Attachment.

1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an AT&T-21STATE Approved Installation Supplier (AIS).

1.7.4 Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within AT&T-21STATE Eligible Structures as defined in Section 2 below. The Physical Collocator will lease the Dedicated Space from AT&T-21STATE and install its own Telecommunications Equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.1 above.

1.7.5 The Physical Collocator will provision, install and maintain its Collocation arrangement using the applicable AT&T-21STATE AIS. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-21STATE will permit Collocation in Adjacent On-Site Structures located on AT&T-21STATE's property in accordance with this Attachment.

1.7.6 Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-21STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-21STATE at the direction of the Collocator.

1.8 Billing Conversions:

1.8.1 Billing Conversions on previously provided Collocation under STATE tariff's will apply to all monthly recurring charges (MRCs) contained in the Collocation Section of the Pricing Schedule attached. AT&T-21STATE will initiate all orders for such Billing Conversion and no non-recurring charges (NRCs) shall apply to CLEC for Billing Conversion orders.

1.8.2 Prospective Effect:

1.8.2.1 Any Billing Conversions made pursuant to this Section shall be effective on a prospective basis only for recurring charges. The rates implemented via this Agreement shall apply to all existing Collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such Collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring Collocation area modification or application charges. In the event that any order for any 251(c)(6) Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any NRCs then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any MRCs arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

2.0 Definitions

2.1 "Adjacent Structure" means when a Physical Collocator provided structure is placed on AT&T-21STATE property (Adjacent On-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent adjacent space is available and Technically Feasible to use for this purpose.

2.2 "AT&T-21STATE Premises" means all buildings falling under the FCC's definition of "premises", including AT&T-21STATE ILEC Central Offices (COs) and Remote Terminals.

2.3 "Augment" means a request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement.

2.4 "Billing Conversions" means that any 251(c)(6) Collocation previously provided under STATE tariff's to CLEC, prior to the Effective Date of this Agreement, will be subject to the pricing contained within this Agreement upon the Effective Date of this Agreement.

2.5 "Cable Records Charges" in AT&T SOUTHEAST REGION 9-STATE only means the applicable charges for work activities required to build or remove existing cable records assigned to Collocators in AT&T SOUTHEAST REGION 9-STATE's database systems. The applicable rates and charges are shown in the Pricing Schedule.

2.6 "Circuit Facility Assignments (CFAs)" means the information provided to show the point of Interconnection between the Collocator and AT&T-21STATE.

2.7 "Collocator" is the CLEC who places Telecommunications Equipment on AT&T-21STATE's Premises, within designated Collocation areas, for the sole purpose of Interconnecting with AT&T-21STATE and/or accessing AT&T-21STATE's 251(c)(3) UNEs for the purpose described in this Attachment.

2.7.1 A "Physical Collocator" is a CLEC that has a Physical Collocation arrangement on AT&T-21STATE Premise.

2.7.2 A "Virtual Collocator" is a CLEC that has a Virtual Collocation arrangement on AT&T-21STATE Premise.

2.8 "Collo-to-Collo" (Also known as "Direct Connection" or "Direct Connect"), means the cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the same Eligible Structure.

2.9 "Cross-Connect" is defined as [a] connection scheme between cabling runs, subsystems, and equipment using patch cords or jumpers that attach to connecting hardware on each end.

2.10 "Custom Work Charge" (Also known as special construction), means the charge(s) developed on an ICB basis, solely to meet the construction requirements of the Collocator.

2.11 "Day" means, for purposes of application and/or installation intervals, calendar days unless otherwise specified. However, for any time period equal to or less than five (5) days, day denotes Business Day as defined in the General Terms and Conditions (GT&C) of this Agreement.

2.12 "Delivery Date" (also known as Space Ready Date) means the date on which AT&T-21STATE turns the functional Collocation space over to the requesting Collocator. The space is functional when AT&T-21STATE has completed all work, as required by the Collocator's accurate and complete Application, and is not dependent on when or whether the Collocator has completed its work.

2.13 "Dedicated Space" means the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-21STATE Eligible Structure.

2.14 "Effective Billing Date" means the date AT&T-21STATE completed its work as required by the Collocator's accurate and complete application and made the Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.

2.15 "Efficiently Used" means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-21STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access and/or means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing Collocation space arrangement in a particular Eligible Structure.

2.16 "Eligible Structure" means AT&T-21STATE's Central Office (CO) and Serving Wire Centers, as well as, all buildings or similar structures owned or controlled by AT&T-21STATE that house its network facilities, and all structures that house AT&T-21STATE's facilities on public Rights-of-Way (ROW) as ROW is defined in Attachment 03 - Structure Access.

2.17 "Extraordinary Charges" means those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Attachment. Extraordinary costs are one-time expenses AT&T-21STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-21STATE.

2.18 "Guest-Host" (Also known as Sub-leased) means when a Collocator allows other Telecommunications Carriers to share Collocator's caged Collocation arrangement, pursuant to the terms and conditions agreed to by Collocator (Host) and the other Telecommunications Carriers (Guests).

2.19 "Individual Case Basis (ICB)" means the charges based on requests from a Collocator, that are beyond the terms, conditions, and rates established in this Attachment.

2.20 "Infrastructure Systems" means the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.

2.21 "AT&T-21STATE Approved Installation Supplier (AT&T-21STATE AIS)" means the suppliers that are approved to perform CO installation work for AT&T-21STATE and for Collocators in AT&T-21STATE Eligible Structures.

2.21.1 Approved CO Installation Suppliers Tier 1 (AT&T-21STATE AIS Tier 1) - These suppliers are approved by AT&T-21STATE to perform CO installation work for AT&T-21STATE and for Virtual Collocators in AT&T-21STATE CO in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-21STATE per the letter codes listed in a table on the Tier 1 list on the AT&T CLEC Online website.

2.21.2 AT&T-21STATE Collocation Approved Installation Suppliers Tier 2 (AT&T-21STATE AIS Tier 2) - These suppliers have been approved to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the "footprint of the bay" in the cageless (Physical) Collocation area within the CO. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, Virtual Collocation areas, or the Main Distribution Frame (MDF).

2.22 "Interconnector's Collocation Services Handbook for Physical or Virtual Collocation" or like document, is a publication provided to Collocators that provides information on how to order Collocation arrangements and the processes and

requirements for Collocation in AT&T-21STATE's CO. This document is located on the AT&T CLEC Online Web-site and is amended from time to time.

2.23 "Legitimately Exhausted" means when all Unused Space (as defined below) in a CO or other Eligible Structure that can be used to locate Telecommunications Equipment via Physical Collocation is completely occupied.

2.24 "Other Collocation Space" means the space within the CO that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other Collocation Space is applicable to space within the CO only; other Eligible Structures such as CEVs, huts, and vaults are considered "Active" Collocation Space.

2.25 "Physical Collocation" means space that is provided by AT&T-21STATE to Collocator for the purpose of interconnecting to AT&T-21STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access, or both pursuant to 47 U.S.C. § 251(c)(2), or for obtaining access to AT&T-21STATE UNEs ("UNEs") for provision of a Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act.

2.26 "Remote Terminals (RT)" means the Controlled Environmental Vaults (CEVs), Huts, Terminals and Cabinets and other AT&T-21STATE owned or controlled premises containing AT&T-21STATE network facilities where adequate space is available and Collocation is Technically Feasible.

2.27 "Shared Caged Collocation" means when two (2) or more Physical Collocators may initially apply at the same time to share a caged Collocation arrangement. Applicable rates and charges are shown in the Pricing Schedule.

2.28 "Technical Publications (TPs)" means the documents used for installation requirements, which can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be found on AT&T CLEC Online website.

2.29 "Technically Feasible" means that a Collocation arrangement is Technically Feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of Technically Feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a Collocation arrangement is Technically Feasible shall arise if the arrangement has been deployed by any ILEC in the country.

2.30 "Telecommunications Infrastructure Space" means the square footage or linear footage of space, including common areas, used to house Telecommunications infrastructure equipment necessary to support Collocation space used for Interconnection under Section 251(c)(2) with AT&T-21STATE's network or access to 251(c)(3) UNEs of AT&T-21STATE's network.

2.31 "Unused Space" means any space (i) existing in AT&T-21STATE's Eligible Structures at the time of a Collocation request, (ii) that is not subject to a valid space reservation by AT&T-21STATE or any Third Party, (iii) that is not occupied by AT&T-21STATE's, its Affiliates', or Third Party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-21STATE's or its Affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-21STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-21STATE's warranty on proximate equipment.

2.32 "Virtual Collocation" is provided for the purpose of interconnecting to AT&T-21STATE for the transmission and routing of Telephone Exchange Service or Exchange Access, or both, pursuant to 47 U.S.C. § 251(c)(2), or for obtaining access to AT&T-21STATE's 251(c)(3) UNEs for the provision of a Telecommunications Service, pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated Telecommunications Equipment is provided by the Collocator. Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-21STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-21STATE at the direction of the Collocator.

3.0 General

3.1 Certification:

3.1.1 The Collocator requesting Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of Telecommunications Service by using the Collocation space.

3.2 The rates and charges in this Attachment are applicable only for Collocation arrangements in Eligible Structures as defined in Section 2 of this Attachment. AT&T-21STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for Collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options. Rates and charges can be found in the Pricing Schedule.

3.3 Any business telephone services ordered by the Physical Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-21STATE retail services.

3.4 Hazardous Waste and Materials:

3.4.1 The Collocator and its AT&T-21STATE AIS and/or vendors, shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the AT&T-21STATE AIS shall adhere to all AT&T-21STATE requirements and shall coordinate with the AT&T-21STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Collocation Services Handbook for Physical and Virtual Collocation, which may be accessed on the AT&T CLEC Online website.

3.5 Safety:

3.5.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-21STATE or other Telecommunications Carriers. The Collocator shall immediately report to the AT&T-21STATE CO representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-21STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-21STATE premises. Refer to Interconnector's Guide(s) for Physical Collocation for further details.

3.6 Americans with Disability Act (ADA):

3.6.1 The rates and charges in this Attachment do not include costs for any ADA construction generated or caused by the Collocation space request. If required, ADA construction will be provided on an ICB.

3.6.2 If AT&T-21STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the ADA which arises as a direct result of Collocator's Collocation arrangement, AT&T-21STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

3.7 Dispute Resolution – Except as otherwise provided herein, all Dispute Resolutions will be governed by the GT&Cs of this Agreement.

3.8 Billing – Except as otherwise provided herein, Billing will be governed by the GT&Cs of this Agreement.

3.9 AT&T-21STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print-out of Circuit Facilities Assignment (CFA) to the CLEC at Collocation space turnover. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving CFA information.

3.10 Parking at Eligible Structures will be provided on a first-come, first-served basis. Collocator may not park in spaces that are reserved for AT&T-21STATE vehicles and which are designated as reserved.

3.11 Collocator shall be allowed to have reasonable use of and access to loading docks.

3.12 Contact Numbers:

3.12.1 AT&T-21STATE is responsible for providing the Collocator personnel a contact number for AT&T-21STATE personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week as defined in AT&T-21STATE's Interconnector's Collocation Services Handbook.

3.12.2 The Collocator is responsible for providing to AT&T-21STATE personnel a contact number for Collocator personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week to AT&T-

21STATE. In addition, for all activities requiring verbal and written notification per this Attachment, the Parties will provide the contact numbers included in the application process.

3.12.3 The Physical Collocator is responsible for the posting and/or updating signage on the inside of its Dedicated Space that contains their emergency contact information.

3.13 Right-to-Use; Multiple Dedicated Spaces:

3.13.1 In accordance with this Attachment, AT&T-21STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Attachment.

3.14 Trouble Status Reports:

3.14.1 AT&T-21STATE and the Collocator are responsible for making best efforts to provide prompt notification to each other of significant outages or operations problems which could impact or degrade AT&T-21STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. When trouble has been identified within the Collocator's network, the Collocator is responsible for providing trouble status reports when requested by AT&T-21STATE.

3.15 Service Coordination:

3.15.1 Collocator is responsible for coordinating with its AT&T-21STATE AIS to ensure that the Collocator's approved requests are installed in accordance with their Collocation Applications.

3.16 Access to the MDF:

3.16.1 AT&T-21STATE will not provide Collocator's personnel with direct access to AT&T-21STATE's MDF, with the exception of the Collocator's hired AT&T-21STATE's AIS Tier 1.

3.17 Equipment List:

3.17.1 A list of all the equipment and facilities, including the associated power requirements, floor loading, and heat release of each piece of equipment ("Equipment List"), that the Collocator will place within its Dedicated Space, or request to be placed in Virtual Collocation Space, must be included on the application for which the Dedicated Space or Virtual Collocation is prepared. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 3.18.1, Minimum Standards, following and meet the requirements for "necessary equipment". The Collocator warrants and represents that the Equipment List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Attachment. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the Equipment List without the express written consent of AT&T-21STATE, which consent shall not be unreasonably withheld.

3.17.2 AT&T-21STATE posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for the Collocator's reference on AT&T CLEC Online website. When the Collocator's equipment is not listed on the approved AEL the equipment will be reviewed for safety by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator. The AEL list is available to Collocators via the AT&T CLEC Online website. Inclusion of the equipment on the AEL does not mean that it meets the requirements of "necessary equipment" and thus does not mean that the equipment may be collocated.

3.17.3 Subsequent Requests to Place Equipment:

3.17.3.1 The Collocator shall furnish to AT&T-21STATE a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is "necessary equipment". Only if the equipment passes both reviews may it be collocated.

3.18 Minimum Standards:

3.18.1 Any network equipment placed in AT&T-21STATE network equipment areas of Eligible Structures by AT&T-21STATE or Collocator must meet AT&T-21STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in TP- 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation. Safe operation is demonstrated by the equipment having been installed in any ILEC Eligible Structure (including AT&T-21STATE) prior to January 1, 1998 with no known history of safety problems. When engineering and installing equipment, the Collocator will be expected to conform to the same accepted procedures and standards utilized by AT&T-21STATE and its contractors.

3.18.2 At an RT all Collocator equipment installation shall comply with AT&T-21STATE TP-76416, "Grounding and Bonding Requirements for Network Facilities" as found on AT&T CLEC Online website. Metallic cable sheaths and metallic strength members of optical fiber cables, as well as, the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.

3.18.3 In the event that AT&T-21STATE denied Collocation of Collocator's equipment citing safety standards, AT&T-21STATE will provide a list of AT&T-21STATE telecommunications equipment which AT&T-21STATE locates within the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-21STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied for not meeting that standard. This aforementioned list will be provided within five (5) Business Days of Collocator's written request.

3.18.4 In the event AT&T-21STATE believes that collocated equipment is not necessary for interconnection or access to 251(c)(3) UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment until the dispute is resolved in the Collocator's favor. The Collocator will be given ten (10) Business Days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

3.18.5 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-21STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Collocation space shall not create hazards for or cause damage to those facilities, the Collocation space, or the Eligible Structure in which the Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment. Any and all disputes shall be governed by the GT&Cs of this Agreement.

3.19 Compliance Certification:

3.19.1 Subject to Section 27 of the GT&Cs of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

3.20 Re-Entry:

3.20.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-21STATE's written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-21STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies.

3.20.2 AT&T-21STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the Notice required by the preceding Section.

3.20.3 Limitations:

3.20.3.1 AT&T-21STATE is not obligated to purchase additional plant or equipment, relinquish occupied space or facilities (unless there is obsolete equipment and Collocator requests it be removed or its removal is ordered by the Commission), to undertake the construction of new building quarters or to construct building additions or substantial improvements to the CO infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator. However, when planning renovations of existing facilities or constructing or leasing new facilities, AT&T-21STATE would take into account projected demand for Collocation of equipment. Subject to space availability and technical feasibility, AT&T-21STATE will ensure that the Collocator is provided Collocation space at least equal in quality to that provided to AT&T-21STATE, its Affiliates or other Parties to which it provides interconnection.

3.21 Dedicated Space Use and Access:

3.21.1 AT&T-21STATE voluntarily allows Collocator via the AT&T-21STATE AIS to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis, only if AT&T-21STATE and Collocator mutually agree to such placement, in AT&T-21STATE's Premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

3.21.2 AT&T-21STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

3.21.3 When the Collocator's Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). AT&T-21STATE will provide the necessary backup power to help protect against power outages.

3.21.4 Consistent with the environment and purpose of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, marketing, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure or on AT&T-21STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located excluding the Emergency contact information that the Collocator is required to place on the inside of its Dedicated Space. Unauthorized use of equipment, supplies or other property by Collocator, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the Collocator, as may be all associated investigative costs.

3.21.5 Physical Collocation: AT&T-21STATE will not delay a Physical Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-21STATE will provide the Physical Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees and AT&T-21STATE AISs with AT&T-21STATE's policies and practices pertaining to fire, safety and security (e.g., the Collocator must comply with 4.10 below of this Attachment).

3.22 Pre-visits for Physical Collocation Only:

3.22.1 In order to permit reasonable access during construction of the Physical Collocation space, the Physical Collocator may submit a request for its one (1) free accompanied site visit to its designated Physical Collocation space at any time subsequent to AT&T-21STATE's receipt of the BFFO. In the event the Physical Collocator desires access to its designated Physical Collocation Space after the first accompanied free visit and the Physical Collocator's access request form(s) has not been approved by AT&T-21STATE or the Physical Collocator has not yet submitted an access request form to AT&T-21STATE, the Physical Collocator shall be permitted to access the Physical Collocation space accompanied by a AT&T-21STATE

security escort, at the Physical Collocator's expense, which will be assessed pursuant to the Security Escort fees contained in the Pricing Schedule. If any travel expenses are incurred, the Physical Collocator will be charged for the time AT&T-21STATE employees spend traveling per the rates listed in the Pricing Schedule. The Physical Collocator must request that escorted access be provided by AT&T-21STATE to the Physical Collocator's designated Collocation space at a mutually agreed to time. An AT&T-21STATE security escort will be required whenever the Physical Collocator or its approved agent or AT&T-21STATE AIS requires access to the entrance manhole. AT&T-21STATE will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and the Physical Collocator shall pay for such half-hour charges in the event Collocator's employees, approved agent, AT&T-21STATE AIS or Guest(s) fails to show up for the scheduled escort appointment. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-21STATE site-specific drawings or make any notations.

3.22.2 The Physical Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Physical Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-21STATE, in the same condition as when first occupied by the Physical Collocator, except for ordinary wear and tear.

3.22.3 AT&T-21STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Physical Collocator at the Eligible Structure. However, through agreement between AT&T-21STATE and the Physical Collocator, a Physical Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Physical Collocator's personnel and/or AT&T-21STATE AIS.

3.22.4 Upkeep of Physical Collocation Arrangement:

3.22.4.1 The Physical Collocator shall be responsible for the general upkeep and cleaning of the Physical Collocation Arrangement. The Physical Collocator shall be responsible for removing any of Physical Collocator's debris from the Physical Collocation Arrangement and the surrounding area on each visit.

3.23 Security Cards for Physical Collocation:

3.23.1 The Physical Collocator's employees and AT&T-21STATE AIS shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. The Physical Collocator shall provide AT&T-21STATE with notice at the time of dispatch of its own employee or AT&T-21STATE AIS to an Eligible Structure in accordance with applicable AT&T CLEC Online Handbook requirements.

3.23.2 The Physical Collocator will be required to submit a complete and accurate request form for Security Cards, access, keys and/or ID cards (also known as "Access Devices"), for the Physical Collocator's employee and AT&T-21STATE AIS utilizing the appropriate request forms located on AT&T's CLEC Online website. The Physical Collocator must submit to AT&T-21STATE the completed form for all employees and AIS requiring access to AT&T-21STATE's Premises at least thirty (30) calendar days prior to the date the Physical Collocator desires to gain access to the Collocation space.

3.23.2.1 In an emergency or other extenuating circumstances (but not in the normal course of business), the Physical Collocator may request that AT&T-21STATE expedite the issuance of the access keys/cards and/or ID cards, and AT&T-21STATE will issue them as soon as reasonably practical. There may be an additional charge for such expedited requests as reflected in the Pricing Schedule.

3.23.3 Any access key/cards and/or ID cards provided by AT&T-21STATE to the Physical Collocator for its employees and AT&T-21STATE AIS may not be duplicated under any circumstances.

3.23.4 The Physical Collocator agrees to be responsible for all Access Devices issued to the Physical Collocator for its employees and AT&T-21STATE AIS contracted by the Collocator to perform work on the Collocator's behalf. The Physical Collocator is responsible for the return of all Access Devices in the possession of the Physical Collocator's employees and AT&T-21STATE AIS after termination of the employment relationship.

The contractual obligation with the Physical Collocator ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation space in a specific AT&T-21STATE Premise.

3.23.5 Lost or Stolen Access Devices:

3.23.5.1 The Physical Collocator shall immediately notify AT&T-21STATE in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for AT&T-21STATE to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of the Physical Collocator's employees, and AT&T-21STATE AIS to return an Access Device(s), the Physical Collocator shall pay for the costs of re-keying the building or deactivating the Access Device(s).

3.23.6 Rates and charges for access keys/cards are found in the Pricing Schedule.

3.23.7 Threat to Personnel, Network or Facilities:

3.23.8 Regarding safety, Collocator's equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-21STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

3.24 Interference or Impairment:

3.24.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment.

3.25 Personal Property and Its Removal:

3.25.1 In accordance with and subject to the conditions of this Attachment, the Physical Collocator may place or install in or on the Dedicated Space such personal property or fixtures ("Property") as are needed for the purpose of Physical Collocation. Property placed by the Physical Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-21STATE standards for flame and smoke ratings, (e.g., no combustibles). Such Property shall retain its status as personal and may be removed by the Physical Collocator at any time. Any damage caused to the Collocation Arrangement by the Physical Collocator's employees, AT&T-21STATE AIS, agents or Guests during the installation or removal of such property shall be promptly repaired by the Physical Collocator at its sole expense.

3.26 Alterations:

3.26.1 Under no condition shall the Physical Collocator or any person acting on behalf of the Physical Collocator make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the AT&T-21STATE Premises, hereinafter referred to individually or collectively as "Alterations", without the expressed written consent of AT&T-21STATE, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Collocator. An Alteration shall require the submission of the appropriate Subsequent Application and/or Augment and will result in the assessment of the applicable application fee associated with the type of alteration requested.

3.27 Maintenance:

3.27.1 AT&T-21STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Physical Collocator to access the Dedicated Space.

3.27.2 AT&T-21STATE shall maintain the Eligible Structure for customary building services, utilities (excluding telephone facilities), including janitorial and elevator services in the common areas.

3.27.3 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein AT&T-21STATE maintains and repairs the

virtually collocated equipment as described in 16.0 below following and consistent with the rates, terms and conditions as provided for throughout this entire Attachment. AT&T-21STATE may at its option, elect to offer this maintenance alternative in one (1) or more of its COs, and in one (1) or more of its CEVs, huts and cabinets where Physical Collocation space is available.

3.28 Equipment Staging and Storage:

3.28.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (e.g., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, (e.g., cardboard boxes, paper, packing material, etc). Safety standards prohibit the storage of chemicals of any kind (Refer to Interconnector's Guide for Physical Collocation via the AT&T CLEC Online website).

3.29 AT&T-21STATE AIS Requirements:

3.29.1 Collocator shall select a supplier which has been approved as an AT&T-21STATE AIS to perform all engineering and installation work. The Collocator's AT&T-21STATE AIS must follow and comply with all of AT&T-21STATE's specifications and the following AT&T-21STATE Technical Requirements and/or publications, as appropriate: TP-76300, TP-76900, TP-76200, and TP-76400. Unless the AT&T-21STATE AIS has met the requirements for all of the required work activities, Collocator must use the applicable AT&T-21STATE AIS for the work activities associated with transmission equipment, switching equipment and power equipment. The list of AT&T-21STATE AIS is available on AT&T CLEC Online website. The Collocator's AT&T-21STATE AIS shall be responsible for installing Collocator's equipment and associated components, performing operational tests after installation is complete and notifying AT&T-21STATE's equipment engineers and Collocator upon successful completion of the installation and any associated work. When an AT&T-21STATE AIS is used by Collocator, the AT&T-21STATE AIS shall bill Collocator directly for all work performed for Collocator. AT&T-21STATE shall have no liability for or responsibility to pay, such charges imposed by Collocator's AT&T-21STATE AIS. AT&T-21STATE shall make available its supplier approval program to Collocator or any supplier proposed by Collocator and will not unreasonably withhold approval. All work performed by or for Collocator shall conform to generally accepted industry standards.

3.30 Construction Notification:

3.30.1 AT&T-21STATE will notify the Physical Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T-21STATE will provide such notification to the Collocator at least twenty (20) Business Days before the scheduled start date of such major construction activity. AT&T-21STATE will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-21STATE or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

3.31 Eligible Structure List:

3.31.1 AT&T-21STATE shall maintain publicly available documents on AT&T CLEC Online website, indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-21STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of such Collocation space.

3.31.2 AT&T-21STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Collocation upon reasonable request by a Collocator or upon order of the Commission. AT&T-21STATE shall reserve space for switching, MDF and Digital Cross Connect System (DCS) to accommodate access line growth.

3.32 Legitimately Exhausted:

3.32.1 Before AT&T-21STATE may make a determination that space in an Eligible Structure is Legitimately Exhausted, AT&T-21STATE must have removed all unused obsolete equipment from the Eligible Structure, if requested by CLEC or required by the Commission, and made such space available for Collocation. Removal of unused obsolete equipment shall not cause a delay in AT&T-21STATE's response to a Collocator's application or in provisioning Collocation arrangements. AT&T-21STATE may reserve space for transport equipment for the current year plus two (2) years. Additionally, AT&T-21STATE may not reserve space for equipment for itself, or advanced or interLATA services Affiliates or other Affiliates of AT&T-21STATE or for future use by AT&T-21STATE or its Affiliates under conditions that are more favorable than those that apply to other Telecommunications Carriers seeking to reserve Collocation space for their own use. AT&T-21STATE may reserve space for switching, power, MDF, and DCS up to anticipated customer growth except as may be restricted in the AT&T CLEC Online Handbook. Additional information is available in the AT&T CLEC Online Handbook.

3.33 AT&T-21STATE's Right of Access:

3.33.1 AT&T-21STATE, its employees, and other AT&T-21STATE authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) calendar days advance notice (unless otherwise negotiated by the Parties) of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-21STATE hereunder, and for any other purpose deemed reasonable by AT&T-21STATE.

3.33.2 AT&T-21STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Physical Collocator or its equipment or facilities upon the operation of AT&T-21STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-21STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

3.34 Physical Collocator's Equipment, Facilities & Responsibilities:

3.34.1 In their Physical Collocation arrangement, the Physical Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the Telecommunications Equipment and facilities used in the Dedicated Space. The Physical Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space:

3.34.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;

3.34.1.2 Its equipment;

3.34.1.3 Interconnection facilities between the Physical Collocator's equipment area and AT&T-21STATE's designated demarcation;

3.34.1.4 DC power delivery cabling between the Physical Collocator's equipment area and AT&T-21STATE's designated power source;

3.34.1.5 Required point of termination cross connects in the Dedicated Space;

3.34.1.6 If CLEC chooses to use a POT frame, POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space;

3.34.1.7 The connection cable and associated equipment which may be required within the Dedicated Space(s).

3.34.2 AT&T-21STATE neither accepts nor assumes any responsibility whatsoever in any of the areas in this Section 3.35 headed Physical Collocator's Equipment, Facilities & Responsibilities.

3.35 Virtual Collocator Equipment, Facilities & Responsibilities:

3.35.1 The Virtual Collocator's AT&T-21STATE AIS will install no later than two (2) Business Days prior to the scheduled turn-up of the Virtual Collocator's equipment, at its expense, all facilities and equipment required to facilitate Interconnection under Section 251(c)(2) or access to AT&T-21STATE's 251(c)(3) UNEs. The

Virtual Collocator's virtually collocated equipment will be maintained by AT&T-21STATE. The Collocator will, at its expense, provide the following:

3.35.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;

3.35.1.2 Its equipment;

3.35.1.3 Interconnection facilities between the Collocator's equipment area and AT&T-21STATE's designated demarcation;

3.35.1.4 DC power delivery cabling between the Collocator's equipment and AT&T-21STATE's designated power source;

3.35.1.5 All plug-ins and/or circuit packs (working, spare, and replacements);

3.35.1.6 All unique tools and test equipment;

3.35.1.7 Any ancillary equipment and cabling used for remote monitoring and control;

3.35.1.8 Any technical publications and updates associated with all Collocator-owned and provided equipment;

3.35.1.9 All training as described in Section 4.11.3 below;

3.35.1.10 The Virtual Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Virtual Collocator for placement in/on AT&T-21STATE property. Suitable replacements are to be immediately provided to AT&T-21STATE to restore equipment.

3.35.1.11 The Virtual Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-21STATE CO using the equipment spare within five (5) calendar days of notification that a spare was used or tested defective.

3.35.1.12 For the disconnection of circuits, the Virtual Collocator will provide all circuit information no later than two (2) Business Days prior to the scheduled disconnection of the Virtual Collocator's circuit.

4.0 Limitation of Liability

4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the GT&Cs of this Agreement.

4.1.1 Both AT&T-21STATE and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.

4.2 Third Parties: The Parties acknowledge the following: that AT&T-21STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocated Space and with access to the outside of the Collocated Space within the Collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

4.3 In addition to any other applicable limitation, neither AT&T-21STATE nor the Collocator shall have any liability with respect to any act or omission by any other, regardless of the degree of culpability of any other, except in instances involving gross negligence or willful actions by either AT&T-21STATE or the Collocator or its agents or employees.

4.4 The CLEC will be responsible for any and all damages resulting from any harm to AT&T-21STATE's or other CLEC's premises, or any outage in AT&T-21STATE's or other CLEC's network, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including but not limited to from any defect in CLEC's equipment or its

installation, operation, or maintenance , or resulting from the actions or inaction, willful, or negligent, of the CLEC's employees, suppliers, or contractors.

4.5 Force Majeure Events shall be governed by the GT&Cs of this Agreement.

4.6 Insurance:

4.6.1 Except as otherwise provided herein, Insurance will be governed by the GT&Cs of this Agreement with the liability limits therein specific to Collocation.

4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, AT&T-21STATE will notify the Collocator, and the Collocator will have five (5) Business Days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) Business Days, Collocator hereby authorizes AT&T-21STATE, and AT&T-21STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-21STATE will invoice Collocator for the costs incurred to so acquire insurance.

4.6.3 The Collocator shall also require all AT&T-21STATE AIS who may enter the Eligible Structure for the performance of work on their behalf to maintain the same insurance requirements.

4.7 Self-Insured:

4.7.1 Self-insurance in lieu of the insurance requirements listed preceding Section 4.6 above shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements in the GT&Cs Insurance Section will immediately apply.

4.8 Indemnification of AT&T-21STATE:

4.8.1 Except as otherwise provided herein, Indemnification is governed by the GT&Cs of this Agreement.

4.9 Casualty Loss:

4.9.1 Damage to Collocation Space:

4.9.1.1 If the Collocation Space is damaged by fire or other casualty that is not the result of the Collocator's or Collocator's AT&T-21STATE AIS actions or those of a Third Party as hereinafter described, and (1) the Collocation Space is not rendered untenantable in whole or in part, AT&T-21STATE shall repair the same at its expense and the monthly charge shall not be abated, or (2) the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) Business Days, AT&T-21STATE has the option to repair the Collocation Space at its expense and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) Business Days, or AT&T-21STATE opts not to rebuild, then AT&T-21STATE shall notify the Collocator within thirty (30) Business Days following such occurrence that the Collocator's use of the Collocation Space will terminate as of the date of such damage. Upon the Collocator's election, subject to space availability and technical feasibility, AT&T-21STATE must provide to the Collocator, a comparable substitute Collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

4.9.1.2 Any obligation on the part of AT&T-21STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-21STATE.

4.10 Damage to Eligible Structure:

4.10.1 Notwithstanding that the Collocator's Collocation Space may be unaffected thereby, in the event that the Eligible Structure in which the Collocation Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction of the Eligible Structure shall, in AT&T-21STATE's opinion be advisable, AT&T-21STATE, at its option, may terminate services provided via this

Attachment. AT&T-21STATE shall provide the Collocator ten (10) Business Days prior written notice of termination within thirty (30) Business Days following the date of such occurrence, if possible.

4.11 Security:

4.11.1 AT&T-21STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-21STATE may use security measures expressly allowed by the FCC. In addition, AT&T-21STATE may impose security arrangements as stringent as the security arrangements AT&T-21STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-21STATE may impose the more stringent requirements. AT&T-21STATE will not impose discriminatory security requirements that result in increased Collocation costs without the concomitant benefit of providing necessary protection of AT&T-21STATE's equipment. Neither Party will use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with the other Party.

4.11.2 Collocator will conduct background checks of its employee and/or the AT&T-21STATE AIS who will have access to the Collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

4.11.3 Collocator shall provide its employees and/or the AT&T-21STATE AIS with picture identification, which must be worn and visible at all times while in Collocator's Collocation space or other areas in or around the AT&T-21STATE Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Collocator's name. AT&T-21STATE reserves the right to remove from an AT&T-21STATE Premise any employee of Collocator not possessing identification issued by Collocator or who has violated any of AT&T-21STATE's policies as outlined in the CLEC Security Training documents.

4.11.3.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-21STATE's security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-21STATE's own employees and authorized contractors must undergo. AT&T-21STATE will not, however, require Collocator to receive security training from AT&T-21STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with its own security training.

4.11.3.2 Collocator and AT&T-21STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-21STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-21STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-21STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-21STATE property:

4.11.3.2.1 Theft or destruction of AT&T-21STATE's or Collocator's property;

4.11.3.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-21STATE property;

4.11.3.2.3 Threats or violent acts against other persons on AT&T-21STATE property;

4.11.3.2.4 Knowing violations of any local, state or federal law or the requirements of this Agreement on AT&T-21STATE property;

4.11.3.2.5 Permitting unauthorized persons access to AT&T-21STATE or Collocator's equipment on AT&T-21STATE property; and

4.11.3.2.6 Carrying a weapon on AT&T-21STATE property.

4.11.3.3 In addition, AT&T-21STATE reserves the right to interview Collocator's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an AT&T-21STATE Premises or

involving AT&T-21STATE's or another Collocated Telecommunications Carrier's property or personnel, provided that AT&T-21STATE shall provide reasonable notice to Collocator's Security representative of such interview. Collocator and its employees, agents, suppliers, or Guests shall reasonably cooperate with AT&T-21STATE's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Collocator's employees, agents, suppliers, or Guests. Additionally, AT&T-21STATE reserves the right to bill Collocator for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Collocator's employees, agents, suppliers, or Guests are responsible for the alleged act(s). Collocator and AT&T-21STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-21STATE or the Collocator.

4.11.3.4 AT&T-21STATE may use reasonable security measures to protect its equipment. In the event AT&T-21STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-21STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-21STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T-21STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-21STATE's equipment at the time the price quote is given.

4.11.3.4.1 AT&T-21STATE's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment Collocated directly adjacent to AT&T-21STATE's equipment. AT&T-21STATE's construction of an interior security partition around its own equipment shall not impede a Telecommunications Carrier's ability to Collocate within AT&T-21STATE's space. To the extent that AT&T-21STATE is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-21STATE's expense.

4.11.3.4.2 AT&T-21STATE's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-21STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

5.0 Collocation Space

5.1 Use of Collocation Space:

5.1.1 Nature of Use – Equipment Permitted to be Collocated

5.1.1.1 Equipment is considered necessary for Interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining Interconnection with AT&T-21STATE at a level equal in quality to that which AT&T-21STATE obtains within its own network or AT&T-21STATE provides to an Affiliate, subsidiary, or other Party.

5.1.1.2 Equipment is considered necessary for access to a 251(c)(3) UNE if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that 251(c)(3) UNE.

5.1.1.3 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated Telecommunications carrier network operations, equipment that generates

customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc.

5.1.1.4 AT&T-21STATE will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. In order to make this determination, AT&T-21STATE may need to request additional information from Collocator. Collocator agrees to use its best efforts to provide such information to AT&T-21STATE in a timely manner.

5.1.2 Multi-functional equipment shall be deemed necessary for Interconnection or access to a 251(c)(3) UNE if, and only if, the primary purpose and function of the equipment (as the Collocator seeks to deploy it) meets either or both of the standards set forth above in this Section. For a piece of multi-functional equipment to be utilized primarily to obtain equal in quality Interconnection or non-discriminatory access to one (1) or more 251(c)(3) UNEs, there also must be a logical connection or link between the additional functions the equipment would perform and the Telecommunication Services the Collocator seeks to provide to its End Users by means of the interconnection or 251(c)(3) UNE. The additional functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-21STATE's property.

5.2 Demarcation Point - AT&T-21STATE

5.2.1 AT&T-21STATE will designate the point(s) of demarcation between Collocator's equipment and/or network facilities and AT&T-21STATE's network facilities. For DS0, DS1, DS3 and fiber terminations, AT&T-21STATE shall designate, provide and install demarcation point hardware on a per arrangement basis. Collocator shall utilize an AT&T-21STATE AIS Tier 1 to installing their interconnection cabling to the AT&T-21STATE designated demarcation point.

5.2.2 The Physical Collocator or its AT&T-21STATE AIS, must install, maintain and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.2.3 The Virtual Collocator via its AT&T-21STATE AIS must install and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests. AT&T-21STATE will maintain the Virtual Collocation arrangement.

5.3 Types of Available Physical Collocation Arrangements:

5.3.1 AT&T-21STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment and the AT&T CLEC Online Collocation Handbook so that Collocator will have a variety of Collocation options from which to choose.

5.3.2 Caged Physical Collocation:

5.3.2.1 Caged Collocation option provides the Physical Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-21STATE within an Eligible Structure to be used by the Physical Collocator for the sole purpose of installing, maintaining and operating the Physical Collocator-provided equipment for the purpose of Interconnection under Section 251(c)(2) and access to 251(c)(3) UNEs. Accordingly, AT&T-21STATE will not provide the Physical Collocator with direct access to AT&T-21STATE's MDF, with the exception of the AT&T-21STATE's AIS Tier 1.

5.3.2.2 AT&T-21STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, the Physical Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (minimum of fifty (50) square feet of caged space) and will ensure that the first Physical Collocator in an AT&T-21STATE Premises will not be responsible for the entire cost of site preparation and security.

5.3.2.3 At the Physical Collocator's option, the Collocator may elect to install its own enclosure, but must comply with all methods, procedures and guidelines followed by AT&T-21STATE in constructing such an arrangement. The Physical Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth following will apply.

5.3.3 Shared Caged Collocation:

5.3.3.1 AT&T-21STATE will provide Shared Caged Collocation as set forth in the AT&T CLEC Online Handbook. Two (2) or more Physical Collocators may initially apply at the same time to share a Caged Collocation space as set forth in 2.0 above. Charges to each Physical Collocator will be based upon the percentage of total space utilized by each Physical Collocator.

5.3.4 Guest-Host Collocation (Also known as Sub-Lease Collocation):

5.3.4.1 The Physical Collocator may allow other Telecommunications Carriers to share the Physical Collocator's caged Collocation space, pursuant to the terms and conditions agreed to by the Physical Collocator (Host) and the other Telecommunication Carriers (Guests) which must be consistent with the provisions contained in this Section and this Agreement, except where the AT&T-21STATE Premises is located within a leased space and AT&T-21STATE is prohibited by said lease from offering such an option to the Physical Collocator. AT&T-21STATE shall be notified in writing by the Physical Collocator upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by the Physical Collocator that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation space as set forth in this Attachment between AT&T-21STATE and the Physical Collocator. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between AT&T-21STATE and the Physical Collocator.

5.3.4.2 The Physical Collocator, as the Host, shall be the sole interface and the responsible Party to AT&T-21STATE for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), the Guest(s) employees and agents. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, the Physical Collocator shall be the responsible Party to AT&T-21STATE for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).

5.3.4.3 Notwithstanding the foregoing, the Guest(s) may submit service orders to AT&T-21STATE to request the provisioning of interconnecting facilities between AT&T-21STATE and the Guest(s), the provisioning of services, and/or access to Section 251(c)(3) UNEs. The bill for these interconnecting facilities, services and Section 251(c)(3) UNEs will be charged to the Guest(s) pursuant to the applicable the Guest's Interconnection Agreement with AT&T-21STATE.

5.3.5 Cageless Collocation:

5.3.5.1 AT&T-21STATE will provide cageless Collocation in any Collocation space that is supported by the existing Telecommunications infrastructure. AT&T-21STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-21STATE's equipment as needed.

5.3.5.2 AT&T-21STATE shall allow the Physical Collocator to collocate the Physical Collocator's equipment and facilities without requiring the construction of a cage or similar structure.

5.3.5.3 Except where the Physical Collocator's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T-21STATE shall assign cageless Collocation arrangement in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the Physical Collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements

contained in TP-76200, and shall be responsible for compliance with all special technical requirements associated with such equipment.

5.4 Adjacent On-Site Collocation:

5.4.1 Where Physical Collocation space within the AT&T-21STATE CO is Legitimately Exhausted AT&T-21STATE will permit the Physical Collocator to Physically Collocate on AT&T-21STATE's property in the Physical Collocator's adjacent structures similar to structures that AT&T-21STATE uses to house Telecommunication Equipment, to the extent Technically Feasible.

5.4.2 AT&T-21STATE and CLEC will mutually agree on the location of the designated space on AT&T-21STATE premises where the Adjacent Structure will be placed. AT&T-21STATE will not unreasonably withhold agreement as to the site desired by the Physical Collocator. Safety and maintenance requirements, zoning, future building expansion and other state and local regulations are all examples of reasonable grounds to withhold agreement as to the site desired by the Physical Collocator.

5.4.3 AT&T-21STATE will offer the following increments of power to the Adjacent Structure:

5.4.3.1 a standard offering of one hundred (100) amps of AC power to the Adjacent Structure when CO Switchboard AC capacity exists; or

5.4.3.2 DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the CO Power source.

5.4.4 At its option, the Physical Collocator may choose to provide its own AC and DC power to the Adjacent Structure.

5.4.5 AT&T-21STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other Collocation arrangements in this Attachment.

5.4.6 AT&T-21STATE shall permit the Physical Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and Telecommunications Equipment, in adjacent facilities constructed by the Physical Collocator's AT&T-21STATE AIS. Accordingly, AT&T-21STATE will not provide the Physical Collocator's personnel or agents with direct access to AT&T-21STATE's MDF, with the exception of the AT&T-21STATE's AIS Tier 1.

5.4.7 The Physical Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.

5.4.8 Regeneration is required for Collocation in an Adjacent Structure if the cabling distance between the Physical Collocator's POT bay or termination point located in an Adjacent Structure and AT&T-21STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Physical Collocator specifically requests regeneration. Required regeneration and Physical Collocator requested regeneration will be provided at the Physical Collocator's expense.

5.4.9 In the event that interior space in an Eligible Structure becomes available, AT&T-21STATE will provide the option to the Physical Collocator to relocate its equipment from an Adjacent on-site facility into the interior space. In the event the Physical Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the Eligible Structure will apply.

5.4.10 If a Physical Collocator elects to provide an Adjacent On-Site Space Collocation as described above, when all available space for Physical Collocation is Legitimately Exhausted inside an AT&T-21STATE Eligible Structure, AT&T-21STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-site Collocation arrangement request. Rates and charges are found in the Pricing Schedule. In addition, should the Collocator elect to have AT&T-21STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a Collocator Interconnect Power Panel (CIPP) will be required.

5.4.11 Adjacent On-site Planning Fee:

5.4.11.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T-21STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

5.5 Virtual Collocation:

5.5.1 Virtual Collocation for the purpose of Interconnection under Section 251(c)(2) to AT&T-21STATE or access to AT&T-21STATE provided 251(c)(3) UNEs is ordered as set forth in AT&T-21STATE's Interconnector's Collocation Services Handbook for Virtual Collocation. AT&T-21STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated CO or CEV, hut and Cabinet space for the use of Virtual Collocator. AT&T-21STATE will provide Virtual Collocation for the Virtual Collocator's comparable equipment as it provides to itself in the CO, wire center, CEV, hut or Cabinet, as the case may be, subject to the requirements of this Agreement.

6.0 Reports

6.1 Space Availability Report:

6.1.1 CLEC may request a space availability report prior to its application for Collocation space within AT&T-21STATE's Eligible Structures. This report will specify the amount of Collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-21STATE is taking to make additional space available for Collocation. CLEC may access the appropriate form for the space availability report on the AT&T CLEC Online website. A space availability report does not reserve space at the AT&T-21STATE Premises for which the space availability report was requested by CLEC.

6.1.2 Fees for such reports are shown in the Pricing Schedule.

7.0 Application Process

7.1 AT&T-21STATE will provide Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure CLEC and AT&T-21STATE will follow the Collocation Application ("Application") process in the AT&T-21STATE's Interconnector's Collocation Services Handbook at the AT&T CLEC Online website. The Collocator will provide a completed Application through the Collocation Application Web Portal via AT&T-21STATE's CLEC Online website and will pay AT&T-21STATE an initial Planning/Application Fee as found in the Pricing Schedule.

7.1.1 Application for Multiple Methods of Collocation:

7.1.1.1 A Collocator wishing AT&T-21STATE to consider multiple methods for Collocation in an Eligible Structure on a single Application will need to include in each Application a prioritized list of its preferred methods of collocating, (e.g., caged, cageless, or other, as well as adequate information), (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-21STATE to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, AT&T-21STATE would not require an additional Application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure.

7.2 Complete and Accurate Application Review Process:

7.2.1 Upon receipt of the Collocator's complete and accurate Application and initial Planning/Application Fee payment, AT&T-21STATE will begin development of the quotation.

7.2.2 In responding to an Application request, if space and interconnection facilities are available and all other Collocation requirements are met, AT&T-21STATE shall advise the Collocator that its request for space is

granted, confirm the applicable NRC and MRC rates and the estimated provisioning interval. AT&T-21STATE will not select for Collocator the type of Collocation to be ordered.

7.2.3 All applicable NRCs are required to be paid to AT&T-21STATE prior to the Collocation space being turned over to the Collocator. AT&T-12STATE processes the payment of the aforementioned NRCs in two installments: Fifty percent (50%) of the applicable NRCs are due upon the Collocator's deliverance of the signed BFFO to AT&T-12STATE with the remaining fifty percent (50%) payment due two (2) weeks prior to the Collocation space turnover. AT&T SOUTHEAST REGION 9-STATE will issue a bill for all applicable NRCs to the Collocator's after the Collocator's deliverance of the signed BFFO.

7.3 Space Unavailability Determination and Resolution:

7.3.1 In responding to an Application request if space is not available, AT&T-21STATE will notify the Collocator that its application for Collocation Space is denied due to the lack of space and no Application fee shall apply. If AT&T-21STATE knows when additional Collocation space may become available at the AT&T-21STATE CO requested by Collocator such information will be provided to Collocator in AT&T-21STATE's written denial of Collocation Space. AT&T-21STATE in its denial will provide the Collocator with any other known methods of Collocation that may be available within the Eligible Structure that the Collocator's Application addressed. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee.

7.3.2 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the Application, including the Planning Fee, will be returned to the Collocator. When AT&T-21STATE's response includes an amount of space less than that requested by Collocator or space that is configured differently, no Application fee will apply. If Collocator decides to accept the available space, Collocator must resubmit its Application to reflect the actual space available including the reconfiguration of the space. When Collocator resubmits its Application to accept the available space, AT&T-21STATE will bill the applicable Application/Planning fee.

7.3.3 In the event of a denial, AT&T-21STATE will file a notice that the Collocator's request was denied with the Commission. When contested in support of its denial, AT&T-21STATE will concurrently submit to both the Commission and the Collocator, provided under seal and subject to proprietary protections, the following when applicable:

7.3.3.1 central office common language location identifier (CLLI);

7.3.3.2 the identity of the requesting Collocator;

7.3.3.3 amount of space requested by the Collocator;

7.3.3.4 the total amount of space at the AT&T-21STATE premises;

7.3.3.5 floor plan documentation (as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook);

7.3.3.6 identification of switch turnaround plans and other equipment removal plans and timelines; if any,

7.3.3.7 CO rearrangement/expansion plans; if any,

7.3.3.8 and description of other plans, if any, that may relieve space exhaustion.

7.3.4 In the event AT&T-21STATE denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-21STATE's designated representative in writing. Time limits established by the FCC must be respected. The inspection tour shall be scheduled as mutually agreeable.

7.3.5 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-21STATE representative and the representative the Collocator, who will participate in the tour.

7.3.6 AT&T-21STATE will provide all relevant documentation to the Collocator including blueprints and plans for future facility expansions or enhancements, subject to executing the Reciprocal Non-disclosure Agreement. AT&T-21STATE's representative will accompany and supervise the Collocator agent on the inspection tour.

7.3.7 If the Collocator believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is unsupportable, the Collocator agent shall promptly so advise AT&T-21STATE. The Collocator and AT&T-21STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T-21STATE reports shall be concurrently served on each other and submitted to the Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-21STATE to justify the basis for any denial of collocation requests.

7.4 Revisions:

7.4.1 If a modification or revision is made to any information in the Application after AT&T-21STATE has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. AT&T-21STATE will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by AT&T-21STATE.

7.4.2 Once AT&T-21STATE has provided the BFFO/quote and CLEC has accepted and authorized AT&T-21STATE to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application and the appropriate fees will apply.

7.5 Augments:

7.5.1 A request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application.

7.5.2 Upon receipt of the Collocator's complete and accurate Application and Planning Fee payment, AT&T-21STATE will begin development of the Augment quotation. In responding to an Augment request, if power and/or Interconnection facilities are available and all other Collocation requirements are met, AT&T-21STATE shall advise the Collocator that its request is granted, confirm the applicable non-recurring and recurring rates and the estimated provisioning interval.

7.5.3 Several types of Augments are identified in the Collocation Section of the AT&T CLEC Online website. Those Augments will have associated pricing within the Pricing Schedule. Examples are:

7.5.3.1 100 Copper cable pair connections

7.5.3.2 28 DS1 connections; and/or

7.5.3.3 1 DS3 connections; and/or

7.5.3.4 24 fiber connections

7.6 For all Augments other than provided above, AT&T-21STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval. All intervals and procedures associated with Augment Applications can be found in AT&T-21STATE's Interconnector's Collocation Services Handbook at the AT&T CLEC Online website.

7.7 Intervals for Interconnection & Power Cabling:

7.7.1 CLEC shall consult the AT&T CLEC Online Handbook for information regarding interval changes regarding Interconnection to and/or Power Cabling changes. CLEC must use an AT&T-21STATE AIS to establish Interconnection and/or Power cabling as outlined in the appropriate TP.

8.0 Augment Application

8.1 In the event Collocator or the Physical Collocator's Guest(s) desires to modify its use of the Collocation space in a CO after a BFFO, Collocator shall complete a new Application that contains all of the detailed information associated with a requested alteration of the Collocation space. The subsequent Application will be processed by AT&T-21STATE when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested alteration. AT&T-

21STATE shall determine what modifications, if any, to the AT&T-21STATE Premises are required to accommodate the change(s) requested by Collocator in the subsequent Application. Such modifications to the AT&T-21STATE Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

9.0 Cancellation Prior to Due Date

9.1 In the event that the Collocator cancels its Collocation Application after AT&T-21STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-21STATE has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T-21STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-21STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

10.0 Occupancy – Physical Collocation Only

10.1 Unless there are unusual circumstances, AT&T-21STATE will notify the Physical Collocator that the Dedicated Space is ready for occupancy after AT&T-21STATE's completion of preparation of the Dedicated Space. All MRCs and NRCs will begin to accrue on the date that the Collocation space construction had been completed by AT&T-21STATE ("Space Ready Date"), regardless of any failure by the Physical Collocator to complete its work or occupy the space.

10.2 After the Physical Collocator's receipt of such notice, the Physical Collocator shall request within fifteen (15) calendar days an acceptance walk-through of the Collocation space with AT&T-21STATE. The acceptance walk-through will be scheduled on a mutually agreed upon date. Any material deviations from mutually agreed Application specifications may be noted by the Physical Collocator as exceptions, which to qualify as exceptions, must be agreed to as exceptions by AT&T-21STATE. The agreed upon exceptions shall be corrected by AT&T-21STATE by a mutually agreed upon date. The correction of these exceptions shall be at AT&T-21STATE's expense. AT&T-21STATE will then establish a new Space Ready Date.

10.3 Upon completion of corrections described in Section 10.2, AT&T-21STATE will again notify the Physical Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct a follow-up acceptance walk-through as set forth in this Section. This follow-up acceptance walkthrough will be limited to only those corrections identified and agreed to by the Parties in the initial walkthrough, as described in Section 10.2 above. If a follow-up acceptance walk-through is not requested by the Physical Collocator within fifteen (15) calendar days, the Space Ready Date shall be deemed to be the Delivery Date. If a follow-up acceptance walk-through is requested, but no continuing material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date of the follow-up acceptance walk-through. If a follow-up acceptance walk-through is requested, and material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date upon which the Physical Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

10.4 All charges to the Physical Collocator will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space. In the case of the termination of this Agreement prior to term, or the early termination of any Collocation services, AT&T-21STATE shall be entitled to full payment within thirty (30) calendar days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-21STATE is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.

10.5 If the Physical Collocator cancels or abandons its Collocation space in any of AT&T-21STATE COs before AT&T-21STATE has recovered the full cost associated with providing that space to the Physical Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) calendar days after the Physical Collocator abandons that space.

10.6 For purposes of this Section, the Collocator's Telecommunications Equipment is considered to be operational and Interconnected when it is connected to either AT&T-21STATE's network or interconnected to another Third Party Collocator's equipment that resides within the same structure, provided the Third Party Collocator's equipment is used for Interconnection with AT&T-21STATE's network or to obtain access to AT&T-21STATE's 251(c)(3) UNEs.

10.7 Early Space Acceptance:

10.7.1 If Physical Collocator decides to occupy the Collocation space prior to the Space Ready Date, the date Physical Collocator executes the Agreement for "Customer Access and Acceptance to Unfinished Collocation Space" is the date that will be deemed the space acceptance date and billing will begin from that date.

10.7.2 The Physical Collocator will, whenever possible, place its Telecommunications Equipment in the Collocation space within thirty (30) calendar days of space turnover. Operational Telecommunications Equipment must be placed in the Dedicated Space and interconnected to AT&T-21STATE's network pursuant to Section 251(c)(2) or used to obtain access to AT&T-21STATE 251(c)(3) UNEs within one hundred eighty (180) calendar days after receipt of Notice that AT&T-21STATE has completed its work as required by the complete and accurate Collocation Application.

10.8 Reclamation of Dedicated Space:

10.8.1 If the Physical Collocator fails to place operational Telecommunications Equipment in the Dedicated Space to Interconnect with AT&T-21STATE to obtain access to AT&T-21STATE 251(c)(3) UNEs meeting all the requirements of Section 5.1 above and 10.7 above and the space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, then AT&T-21STATE has the right to reclaim the Dedicated Space. AT&T-21STATE will send the Physical Collocator written Notice of its intent to terminate the Physical Collocator's Collocation arrangement in the prepared Dedicated Space within ten (10) Business Days after the notice date. If the Physical Collocator does not place operational Telecommunications Equipment in the Dedicated Space and interconnect with AT&T-21STATE or obtain access to AT&T-21STATE 251(c)(3) UNEs by that tenth (10th) Business Day then the Collocation is deemed terminated and the Physical Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

10.8.2 If the Physical Collocator causes AT&T-21STATE to prepare the Dedicated Space and then the Physical Collocator does not use the Dedicated Space (or all of the Dedicated Space), the Physical Collocator will pay AT&T-21STATE the monthly recurring and other applicable charges as if the Physical Collocator were using the entire Dedicated Space, until such time as the Physical Collocator submits a complete and accurate decommissioning Application, and the decommissioning process is completed as required.

11.0 Efficiently Used

11.1 Orders for additional space will not be accepted until the Collocator's existing Collocation space in the requested Eligible Structure is Efficiently Used (as defined in Section 2 this Attachment) except to the extent the Collocator establishes to AT&T-21STATE's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding Unused Space for future use on the same basis that AT&T-21STATE holds Unused Space for future use.

11.2 Orders for additional CFAs will not be accepted until the specific CFA type requested (e.g., DS0, DS1, fiber, etc.) in the requested Eligible Structure is Efficiently Used. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-21STATE.

12.0 Relocation

12.1 AT&T-21STATE Requested Relocation:

12.1.1 When AT&T-21STATE determines, in order to be compliant with zoning changes, condemnation, or government order or regulation, that it is necessary for the Dedicated Space to be moved, AT&T-21STATE will provide written notice to the resident Collocator(s) within five (5) Business Days of the determination to move the location. Such a determination may affect movement from an Eligible Structure to another Eligible

Structure, or from an Adjacent Space Collocation structure to a different Adjacent Space Collocation structure or and Adjacent Space Collocation structure to an Eligible Structure.

12.1.2 If the relocation occurs for reasons other than an emergency, AT&T-21STATE will provide the resident Collocator(s) with at least one hundred eighty (180) calendar days advance written Notice prior to the relocation.

12.1.3 An Application will be required by the Collocator for the arrangement of the new Dedicated Space and/or the new Telecommunications Equipment Space. The Collocator will not be required to pay any Application fees associated with the relocation described in this Section 12.1.

12.1.4 The Collocator shall be responsible for the costs for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space Collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-21STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space Collocation structure for the purpose then used, uneconomical in AT&T-21STATE's reasonable discretion.

12.1.5 A Collocator's presence in AT&T-21STATE COs or adjacent space Collocation structures must not prevent AT&T-21STATE from making a reasonable business decision regarding building expansions or additions to the number of COs required to conduct its business or its locations.

12.2 CLEC Requested Relocation:

12.2.1 If the Physical Collocator requests that the Dedicated Space and/or Telecommunications Equipment space, be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an Adjacent Space Collocation structure, (as described in Section 5.4 above) to a different Adjacent Space Collocation structure or to an Eligible Structure, AT&T-21STATE shall permit the Collocator to relocate the Dedicated Space or Adjacent Space Collocation structure, subject to availability of space and technical feasibility.

12.2.2 A new Application will be required for the new Dedicated Space and the Application fee shall apply.

12.2.3 The Collocator shall be responsible for all applicable charges associated with the move, including the re-installation of its equipment and facilities and the preparation of the new Telecommunications Equipment space, and Dedicated Space, or Adjacent Space Collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new Adjacent Space Collocation structure shall be deemed the Adjacent Space Collocation structure.

12.3 Virtual to Physical Relocation:

12.3.1 In the event Physical Collocation space was previously denied in an AT&T-21STATE CO, due to technical reasons or space limitations, and Physical Collocation Space has subsequently become available, Collocator may relocate its existing Virtual Collocation arrangement(s) to a Physical Collocation arrangement(s).

12.3.2 Collocator must arrange with an AT&T-21STATE AIS Tier 1 for the relocation of equipment from a Virtual Collocation space to a Physical Collocation space and will bear the cost of such relocation, including the costs associated with moving the services from the Virtual Collocation space to the new Physical Collocation space.

13.0 Complete Space Discontinuance

13.1 Collocator Requested Termination of the Collocation Space:

13.1.1 The Collocator may terminate its occupancy of a particular Collocation space which includes the removal of all equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Collocation space. The Collocator is required to

provide a complete and accurate Collocation Application requesting to terminate its existing Collocation Arrangement (see AT&T's CLEC Online website for the appropriate form).

13.1.2 The Collocator and the Physical Collocator's Guest(s) shall have thirty (30) calendar days from the BFFO date or a date mutually agreed to by the Parties ("Termination Date") to vacate the Collocation Space. Unless the Physical Collocator's Guest(s) have assumed responsibility for the Collocation space housing the Guest(s)'s equipment and executed the appropriate documentation required by AT&T-21STATE (see Space Reassignment Section 13.2 below) to transfer the Collocation Space to the Guest(s) prior to Collocator's Termination Date then the Physical Collocator must insure the removal of all the Guest(s) equipment and facilities by the Termination Date.

13.1.3 Upon termination the Collocation Space will revert back to AT&T-21STATE's space inventory.

13.1.4 The Collocator shall return the Collocation space to AT&T-21STATE in the same condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear.

13.1.5 Collocator's AT&T-21STATE AIS shall be responsible for informing AT&T-21STATE personnel of any required updates and/or changes to AT&T-21STATE's records that are required in accordance with AT&T-21STATE's TP specifications.

13.1.6 The Collocator shall be responsible for the cost of removing any Collocator constructed enclosure, as well as any CLEC installed supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date.

13.1.7 Any equipment not removed by the Termination Date by the Collocator will be removed and disposed of by AT&T-21STATE at the expense of the Collocator.

13.1.8 Upon termination of occupancy, Collocator, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Collocator from the Collocation Space

13.1.9 The Virtual Collocator will work cooperatively with AT&T-21STATE to remove the Collocator's equipment and facilities via use of AT&T-21STATE AIS from AT&T-21STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Eligible Structure. AT&T-21STATE is not responsible for and will not guarantee the condition of such equipment removed by any Party.

13.1.10 The Virtual Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping.

13.1.11 Upon termination of the Collocation Space, the Collocator must remove the entrance cable used for the Collocation arrangement. If the entrance cable is not scheduled for removal within seven (7) calendar days after removal of the Collocation equipment, AT&T-21STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T-21STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the CO.

13.2 Space Reassignment also known as Transfer of Ownership:

13.2.1 In lieu of submitting an Application to terminate a Collocation Arrangement, as described above, the Collocator ("Exiting Collocator") may reassign the Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Collocation Arrangement may not occur without the written consent of AT&T-21STATE. In order to request consent to assign a Collocation Arrangement, either the Collocator Assignee or Exiting Collocator must submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee. Space Reassignment shall be subject to the following terms and conditions:

13.2.1.1 Collocator Assignee must, as of the date of submission of the Collocation Application, have an approved Interconnection Agreement with AT&T-21STATE.

13.2.1.2 Exiting Collocator will be liable to pay all NRCs and MRCs Collocation charges on the Collocation Arrangement to be reassigned until the date AT&T-21STATE turns over the Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the Dispute Resolution Process in the GT&Cs of this Agreement. AT&T-21STATE's obligation to turn over the Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay MRCs for a Collocation Arrangement will begin on the date AT&T-21STATE makes available the Collocation Arrangement to the Collocator Assignee.

13.2.1.3 An Exiting Collocator may not reassign Collocation space in an Eligible Structure where a waiting list exists for Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.

13.2.1.4 Collocator Assignee will defend and indemnify AT&T-21STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

13.2.2 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate Application for each Collocation Arrangement. The Exiting Collocator must ensure that the Collocator Assignee complies with the following: Collocator Assignee submits a complete and accurate Application for a Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-21STATE equipment and other items in or otherwise associated with each Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold AT&T-21STATE harmless from any Third Party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T-21STATE equipment and other items.

13.2.3 AT&T-21STATE in its response to the Application will provide a price quote. Collocator Assignee must pay one hundred percent (100%) of all NRCs in the price quote before AT&T-21STATE begins to convert the Collocation Arrangement being reassigned. Once Collocator Assignee has paid one hundred percent (100%) of all such NRCs, AT&T-21STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-21STATE and Collocator Assignee will coordinate all conversion work to ensure that the End Users of Collocator Assignee will have minimal, if any, disruption of service during such conversion.

13.2.4 Collocator Assignee may submit a security application for access to a Collocation Arrangement simultaneously with the Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the Collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 4.11 above will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.

13.2.5 Collocator Assignee assumes each Collocation Arrangement "as is" which means that AT&T-21STATE will make no changes to the Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Collocation Arrangement by Collocator Assignee must be submitted via a separate augment Application (as provided by the Collocator Assignee's ICA).

13.3 Interconnection Termination Reduction:

13.3.1 The Collocator may request a reduction of the existing amount of Interconnection terminations that service a Collocation Arrangement. The Collocator shall submit an augment Application in order to process this request. The Collocator must maintain at least one minimum Interconnection arrangement.

13.3.2 Interconnection termination reduction requests may require the disconnection and removal of interconnection cable. AT&T-21STATE will perform the interconnection cable removal work above the rack level at the applicable fees referenced in the Pricing Schedule. Within thirty (30) calendar days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Collocation Arrangement, the Collocator must remove terminations at both ends of the

interconnection cable and cut and cap cables up to the AT&T-21STATE rack level. Collocator must use the AT&T-21STATE AIS for this procedure and AT&T-21STATE AIS must follow the appropriate TP found on AT&T CLEC Online website.

14.0 Fiber Optic Cable and Demarcation Point

14.1 Fiber Optic Cable Entrance Facilities:

14.1.1 Collocator will utilize the Application process described within this attachment for entrance facility requests. All rate elements for Collocator Entrance Facility can be found in the Pricing Schedule.

14.1.2 The Collocator is responsible for bringing its entrance facilities to the entrance manhole(s) designated by AT&T-21STATE, and leaving sufficient length of the cable in the manhole for AT&T-21STATE to fully extend the Collocator-provided facilities to the designated point in the cable vault.

14.1.2.1 The Physical Collocator's AT&T-21STATE AIS Tier 1 will extend the Collocator provided fiber entrance cable from the cable vault to the Physical Collocation Dedicated Space.

14.1.2.2 For a Virtual Collocation arrangement AT&T-21STATE will splice the Collocator provided entrance fiber to an AT&T-21STATE fiber cable terminated on AT&T-21STATE's Fiber distribution frame.

14.2 If the Collocator has not left the cable in the manhole within one hundred twenty (120) calendar days of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional thirty (30) calendar day extension by notifying AT&T-21STATE, no later than fifteen (15) calendar days prior to the end of the one hundred twenty (120) calendar day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.

14.3 The Collocator shall use a dielectric Optical Fiber Non-conductive Riser-rated (OFNR) fiber cable as the transmission medium to the Dedicated Space for Physical or to the AT&T-21STATE designated splice point for Virtual. In addition, AT&T-21STATE requires this fiber to be yellow or black with yellow striped sheath.

14.4 The Collocator, where not impractical for technical reasons and where space is available, may use Microwave Entrance Facility Collocation pursuant to the Microwave Attachment.

14.5 Copper or coaxial cable will only be permitted to be utilized as the transmission medium where the Collocator can demonstrate to AT&T-21STATE or the Commission that use of such cable will not impair AT&T-21STATE's ability to service its own End Users or subsequent Collocators. Collocation requests utilizing copper or coaxial cable facilities will be provided as an Individual Case Basis (ICB).

14.6 AT&T-21STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where AT&T-21STATE has at least two such entry points, there is sufficient space for new facilities in those entry points, and it is Technically Feasible. Where such dual points of entry are not available, when AT&T-21STATE performs work as is necessary to make available such separate points of entry for itself, at the same time it will accommodate the Collocator's request under this Section. The Collocator and AT&T-21STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-21STATE and the Collocator(s).

14.7 AT&T-21STATE will also provide nondiscriminatory access where Technically Feasible and sufficient space exists, to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-21STATE also has access to more than two such entry points. Where AT&T-21STATE performs such work in order to accommodate its own needs and those specified in the Collocator's written request, the Collocator and AT&T-21STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-21STATE and the Collocator(s).

15.0 Entrance Facility Conduit to Vault, Per Cable Sheath

15.1 This facility represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the entrance cable is placed. Associated rates and charges can be found in the Pricing Schedule. All procedures for CLEC Entrance Facility Conduit can be found in the AT&T CLEC Online Handbook.

16.0 Virtual Collocation – Cooperative Responsibilities

16.1 The Virtual Collocator will work cooperatively with AT&T-21STATE to develop implementation plans including timelines associated with:

16.1.1 Placement of Collocator's fiber into the CO vault;

16.1.2 Location and completion of all splicing;

16.1.3 Completion of installation of equipment and facilities;

16.1.4 Removal of above facilities and equipment;

16.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-21STATE on anticipated additional Virtual Collocation requirements;

16.1.6 To the extent known, the Collocator is encouraged to provide AT&T-21STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-21STATE's COs or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-21STATE personnel are properly trained on Collocator equipment.

16.2 Installation of Virtual Collocation Equipment:

16.2.1 AT&T-21STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

16.2.2 AT&T-21STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between Collocation equipment.

16.2.3 In this arrangement, Telecommunications Equipment (also referred to herein as equipment) is furnished by the Collocator and engineered and installed by an AT&T-21STATE AIS.

16.2.4 The Collocator and AT&T-21STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T-21STATE will cooperatively test the collocated equipment and facilities with the Collocator.

16.3 Repair & Maintenance of Equipment - Virtual Collocation Only:

16.3.1 Except in emergency situations, the Collocator-owned fiber optic facilities and CO terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-21STATE may perform necessary repairs without prior notification. The labor rates specified in the Pricing Schedule apply to AT&T-21STATE COs and AT&T-21STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-21STATE on the Collocator's facilities and equipment.

16.3.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-21STATE with the location and identification of the equipment and a detailed description of the trouble.

16.3.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-21STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

16.3.4 The Collocator will request any and all maintenance by AT&T-21STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-21STATE with the location and identification of the equipment and a detailed description of the maintenance requested.

16.3.5 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-21STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

16.4 Alarm Maintenance:

16.4.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

16.4.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-21STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator with the option discussed for during emergencies.

17.0 Interconnection to Others within the same Eligible Structure

17.1 Upon receipt of a BFFO, AT&T-21STATE will permit the Collocator to construct, via an AT&T-21STATE AIS Tier 1, direct connection facilities, (also known as Collo-to-Collo) to the Collocator's own Physical/Virtual Collocation arrangement and/or another Third Party Physical/Virtual Collocator's Collocation arrangement within the same Eligible Structure. The Collocator may use either copper or optical facilities between the collocated equipment in the same Eligible Structure, subject to the same reasonable safety requirements that AT&T-21STATE imposes on its own equipment.

17.1.1 The Collocator is prohibited from using the Collocation space for the sole or primary purpose of cross-connecting to Third Party collocated Telecommunications Carrier's.

17.1.2 The Collocator must utilize an AT&T-21STATE AIS Tier 1 to place the CLEC to CLEC connection.

17.1.3 The CLEC to CLEC connection shall be provisioned using facilities owned by Collocator.

17.1.4 With their Application the Collocator shall provide a Letter of Authorization (LOA) from the Third Party collocated Telecommunications Carrier to which the Collocator will be cross-connecting.

17.1.5 The CLEC to CLEC connection shall utilize AT&T-21STATE common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule.

18.0 Extraordinary Charges, Special Construction and Custom Work/ICB Charges

18.1 Extraordinary Charges - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-21STATE to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g., volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g., construction that will benefit only the requesting Collocator).

18.1.1 AT&T-21STATE may charge a recurring and a non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

18.1.2 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-21STATE commencing such work.

18.1.3 AT&T-21STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) Business Days of the Collocator's complete and accurate Application.

18.1.4 Extraordinary costs will only be billed upon receipt of the signed acceptance of AT&T-21STATE's price quote. Construction will not begin until receipt of the Collocator's signed acceptance.

18.1.5 Special Construction and/or Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-21STATE or other Collocators except on a pro-rated basis where reasonable.

19.0 DC Power Arrangement Provisioning and Power Reduction

19.1 In a CO AT&T-21STATE shall make available -48V DC power to serve the Collocator's equipment. When obtaining DC power from an AT&T-21STATE Power Source (BDFB or Power Plant), Collocator's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Collocator's AT&T-21STATE AIS Tier 1, in accordance with the number of DC amps requested by Collocator on Collocator's Initial Application or any Subsequent Applications. Collocator is also responsible for contracting with an AT&T-21STATE AIS Tier 1 to run the power

distribution feeder cable from the AT&T-21STATE Power Source to the equipment in Collocator's Collocation arrangement. The AT&T-21STATE AIS Tier 1 contracted by Collocator must provide AT&T-21STATE with a copy of the engineering power specifications prior to the day on which Collocator's equipment becomes operational (hereinafter "Commencement Date"). AT&T-21STATE will provide the common power feeder cable support structure between the AT&T Power Source and Collocator's Collocation arrangement. Collocator shall contract with an AT&T-21STATE AIS Tier 1 who shall be responsible for performing those power provisioning activities required to enable Collocator's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Collocator's Collocation arrangement, power cable feeds and terminations of the power cabling. Collocator and Collocator's AT&T-21STATE AIS Tier 1 shall comply with all applicable NEC, AT&T TP-76300, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

19.2 AT&T-21STATE will permit Collocator to request DC power in ten (10) amp increments up to one hundred (100) amps from the AT&T-21STATE Power source.

19.3 Collocator Interconnect Power Panel (CIPP) – (Options):

19.3.1 A Collocator Interconnect Power Panel (CIPP) with maximum 200 amp capacity may be ordered from AT&T-21STATE or an equivalent panel provided by the Collocator's AT&T-21STATE AIS Tier 1. At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current. However the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-21STATE technical support. See the Collocation Handbook for additional information.

19.4 Eligible Structure Ground Cable Arrangement, Each:

19.4.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. AT&T-21STATE provides an Integrated Ground Plane to serve the Collocator's equipment in the same manner as AT&T-21STATE equipment. Requests for an "Isolated" Ground Plane will be treated on an ICB basis.

19.5 Power Reduction:

19.5.1 The Collocator may request to decrease the amount of existing power available to a Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for hiring an AT&T-21STATE AIS Tier 1 to remove the terminations at both ends of the power cable feed and cut cables up to the AT&T-21STATE rack level that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-21STATE power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

19.5.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Attachment referenced in 19.2 above. Different minimum amp increments apply for power arrangements fed from either an AT&T-21STATE BDFB or an AT&T-21STATE power plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in the Pricing Schedule will apply. When the Collocator has only one power arrangement (A&B feed) serving their Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.5.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-21STATE BDFB (e.g., power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an AT&T-21STATE AIS Tier 1 to coordinate fuse changes at the AT&T-21STATE BDFB. Applicable fees referenced in Pricing Schedule will still apply. When a power

reduction request involves a fuse change on a power arrangement serviced from the AT&T-21STATE Power Plant (e.g., power arrangements consisting of a one hundred (100) amp A feed and a one hundred (100) amp B feed and above), the Collocator must hire an AT&T-21STATE AIS Tier 1 power supplier to coordinate the fuse changes at the AT&T-21STATE power plant.

19.5.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-21STATE's BDFB (Battery Distribution Fuse Bay) or power plant, the AT&T-21STATE AIS Tier 1 will perform the power cable removal work up to the rack level. Applicable fees referenced in Pricing Schedule will apply. Within thirty (30) calendar days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

19.5.4.1 Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-21STATE rack level. Collocator must use an AT&T-21STATE AIS Tier 1 for this procedure and that supplier must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 When the Collocator has multiple power arrangement serving a Collocation Arrangement (e.g., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Pricing Schedule will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Collocation Arrangement [e.g., reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to ten (10) amps (A&B feed)], then the project management fee for power cable removal referenced in the Pricing Schedule will apply in addition to the individual charges referenced in the Pricing Schedule associated with the overall power reduction request.

19.7 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in the Pricing Schedule. The same Augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.

20.0 Collocation in CEVs, Huts and Cabinets

20.1 Remote Terminals - When the requirements of this Agreement are met, collocation will be allowed in Controlled Environmental Vaults (CEVs), Huts and Cabinets and other AT&T-21STATE owned or controlled premises where Collocation is practical and Technically Feasible, (e.g., where heat dissipation is not severely limited and there is sufficient space for Collocator's equipment).

20.2 AT&T-12STATE will assign space in a RT in two-inch vertical mounting space increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Refer to the Pricing Schedule for rates.

20.3 AT&T SOUTHEAST REGION 9-STATE will also assign space in a RT in single bay increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of bays required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Refer to the Pricing Schedule for rates and charges.

20.4 AT&T-21STATE: RT Collocation Arrangements - AT&T-21STATE shall make available -48V DC power for Collocator's RT Collocation arrangement at an AT&T-21STATE power source within the RT. The charge for power shall be assessed as part of the MRCs per the Pricing Schedule. If the power requirements for Collocator's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.

ATTACHMENT 13 - 251(c)(3) UNES

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1.0 Introduction

1.1 This Attachment sets forth the terms and conditions pursuant to which AT&T-21STATE will furnish CLEC with access to Unbundled Network Elements pursuant to Section 251(c)(3) of the Telecommunications Act (herein referred to as "251(c)(3) UNEs" or "UNEs") for the provision by CLEC of a Telecommunications Service (Act, Section 251(c)(3)) in AT&T-21STATE's incumbent local Exchange areas.

1.2 Nothing contained in the Agreement shall be deemed to constitute consent by AT&T-21STATE that any item identified in this Agreement as a UNE or network element is a network element or UNE under Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders, that AT&T-21STATE is required to provide to CLEC alone, or in combination with other network elements or UNEs (251(c)(3) or otherwise), or commingled with other network elements, UNEs (251(c)(3) or otherwise) or other services or facilities.

1.3 The preceding includes without limitation that AT&T-21STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-21STATE network elements that do not constitute 251(c)(3) UNEs, or where 251(c)(3) UNEs are not requested for permissible purposes.

1.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an Unbundled Network Element or 251(c)(3) UNE in this Agreement is Declassified or is otherwise no longer a 251(c)(3) UNE, then the Transition Procedure defined in Section 3.5 below, shall govern.

1.5 Access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T-21STATE may elect at its own discretion. AT&T-21STATE will provide access to 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available, AT&T-21STATE shall not be required to provide 251(c)(3) UNEs.

1.6 251(c)(3) UNEs provided to CLEC under the provisions of this Attachment shall remain the property of AT&T-21STATE.

1.7 Subject to the terms herein, AT&T-21STATE is responsible only for the installation, operation and maintenance of the 251(c)(3) UNEs it provides. AT&T-21STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those 251(c)(3) UNEs.

1.8 Where 251(c)(3) UNEs provided to CLEC are dedicated to a single End User, if such 251(c)(3) UNEs are for any reason disconnected they shall be made available to AT&T-21STATE for future provisioning needs, unless such 251(c)(3) UNE is disconnected in error. CLEC agrees to relinquish control of any such 251(c)(3) UNE concurrent with the disconnection of its End User's service.

1.9 The Parties intend that this Attachment contains the sole and exclusive terms and conditions by which CLEC will obtain UNEs from AT&T-21STATE. Accordingly, except as may be specifically permitted by this Attachment, and then only to the extent permitted, CLEC and its Affiliates hereby fully and irrevocably waive any right or ability any of them might have to purchase any UNE (whether on a stand-alone basis, in combination with other UNEs (or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any AT&T-21STATE tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-21STATE to enforce the foregoing (including if AT&T-21STATE fails to reject or otherwise block orders for, or provides or continues to provide, UNEs, or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T-21STATE may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-21STATE may process any such order as being submitted under this Attachment and, further, may convert any element provided under tariff, to this Attachment effective as of the later in time of (i) the Effective Date of this Agreement, or (ii) the submission of the order by CLEC.

2.0 Definitions

2.1 AT&T-21STATE Premise(s) means as defined in Attachment 12 – Collocation.

2.2 "Building" or "same building" means a structure under one (1) roof or two (2) or more structures on one (1) premises which are connected by an enclosed or covered passageway.

2.3 "Commingling" or "Commingled Arrangement" means an arrangement connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one (1) or more facilities or services that CLEC has obtained at wholesale from AT&T-21STATE, or the combining of a UNE, or a combination of UNEs, with one (1) or more such facilities or services. Commingling in its entirety (the ability of CLEC to Commingle, AT&T-21STATE's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T-21STATE offerings pursuant to 47 U.S.C. § 271 that are not 251(c)(3) UNEs under 47 U.S.C. § 251(c)(3).

2.4 "Declassified UNE" or "Declassified" means a UNE that ceases to be a UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders.

2.5 "Demarcation Point" means the point on the loop where AT&T-21STATE's control of the wire ceases and the End User's control (or in the case of some multi-unit premises, the landlord's control) of the wire begins.

2.6 "Enhanced Extended Link (EEL)" means a 251(c)(3) UNE combination consisting of an Unbundled Local Loop(s) and Unbundled Dedicated Transport (UDT), together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities) subject to the Cap limitations as identified within the Unbundled Local Loop and Unbundled Transport sections below. A DS1 or higher EEL is required to terminate in a Collocation arrangement that meets the requirements of Section 6.4.3.1 below of this Attachment (e.g., the end of the UDT that is opposite the end connected to the 251(c)(3) UNE Local Loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).

2.7 "Fiber to the Curb (FTTC) Loops" means local Loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

2.8 "Fiber to the Home (FTTH) Loops" means local Loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).

2.9 "Hybrid UNE Loop" means a Local UNE Loop composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire and cable, usually in the distribution plant. AT&T-21STATE shall provide CLEC access to Hybrid UNE Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2).

2.10 "Unbundled Local Loop(s) (UNE Loop)" means a transmission facility between a distribution frame (or its equivalent) in an AT&T-21STATE central office and the UNE Loop Demarcation Point at an End User premises. Facilities that do not terminate at a Demarcation Point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, mobile switching center or base station, do not constitute UNE Loops. The UNE Loop includes all features, functions, and capabilities of the transmission facilities, including the Network Interface Device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by AT&T-21STATE.

2.11 "Network Interface Device (NID)" means any interconnection of End User premises wiring to AT&T-21STATE's distribution UNE Loop facilities, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the UNE Loop and the End User's inside wire.

2.12 "Ratcheting" means a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.

2.13 "Route" means a transmission path between one of AT&T-21STATE's Wire Centers or switches and another of AT&T-21STATE's Wire Centers or switches. A Route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one (1) or more intermediate Wire Centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same Route, irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.

2.14 "Unbundled Dedicated Transport (UDT)" means AT&T-21STATE interoffice transmission facilities between Wire Centers or switches owned by AT&T-21STATE, or between Wire Centers or switches owned by AT&T-21STATE and switches owned by requesting Telecommunications Carriers, dedicated to a particular End User or carrier. AT&T-21STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-21STATE Wire Centers.

2.15 "UNE Dedicated Transport Dark Fiber/Dark Fiber Transport" means AT&T-21STATE dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within AT&T-21STATE's network, connecting AT&T-21STATE switches or Wire Centers within a LATA. Dedicated Transport Dark Fiber consists of un-activated optical interoffice transmission facilities.

3.0 General Provisions

3.1 The rates for UNEs, UNE Combinations and Other Services are set forth in the Pricing Schedule.

3.2 If CLEC procures any UNEs, UNE Combinations and/or Other Services for which rates are not currently in the Pricing Schedule, AT&T-21STATE then reserves the right to charge a current state-specific price/market-based rate.

3.3 Without limitation, a UNE under this Agreement is Declassified upon or by (a) the issuance of an effective finding by a court or regulatory agency acting within its authority that requesting Telecommunications Carriers are not impaired without access to a particular UNE; or (b) an effective determination by a legislative, judicial or regulatory body finding that an ILEC is not required, or is no longer required, to provide the UNE pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the UNE on an unbundled basis pursuant to Section 251(c)(3). By way of example only, a UNE can be Declassified generally, or on an element-specific, Route-specific or geographically-specific basis or on a class of elements basis. For declassification of elements as the result of changes to Wire Center designations, Section 14.0 below shall apply.

3.4 If this Agreement requires or appears to require UNE(s) or the unbundling of an element without specifically noting a particular UNE or UNEs, the reference shall be deemed to be a reference to 251(c)(3) UNE(s), as defined in this Attachment. If a UNE is Declassified or is not required to be provided under this 251(c)(3) UNE Attachment and/or not described in this 251(c)(3) UNE Attachment, it is the Parties' intent that the UNE is not available under this Agreement, notwithstanding any reference to the UNE elsewhere in the Agreement, including in any other Attachment, or in the Pricing Schedule.

3.5 Transition Procedure for UNEs that are Declassified during the Term of the Agreement:

3.5.1 The procedure set forth in this Section does not apply to the Declassification events described in Sections 8.1.4 below, Section 9.1.6 below which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable Caps are met, or where Declassification occurs because Wire Centers/Routes meet the criteria set forth in the FCC's TRO Remand Order (TRRO).

3.5.1.1 AT&T-21STATE shall only be obligated to provide Section 251 (c)(3) UNEs under this Agreement as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders. To the extent an element described as a UNE or an Unbundled Network Element in this Agreement is Declassified or is otherwise no longer a UNE, AT&T-21STATE may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other UNEs or other elements or services. Accordingly, in the event one (1) or more elements described as UNEs or

as Unbundled Network Elements in this Agreement is Declassified or is otherwise no longer a UNE, AT&T-21STATE will identify such Declassified UNEs and provide written Notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a "Transitional Period" of thirty (30) calendar days from the date of such Notice, AT&T-21STATE agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written Notice, CLEC will cease ordering elements that are identified as Declassified or as otherwise no longer being available as a UNE in the AT&T-21STATE Notice letter. AT&T-21STATE reserves the right to review CLEC's orders transmitted to AT&T-21STATE and to the extent that CLEC has processed orders and such orders are provisioned after the Transitional Period, such elements are still subject to this Section, including the options set forth in (a) and (b) below, and AT&T-21STATE's rights of discontinuance or conversion in the event the options are not accomplished. During the Transitional Period, the following options are available to CLEC with regard to the element(s) identified in the AT&T-21STATE Notice, including the combination or other arrangement in which the element(s) were previously provided:

3.5.1.1.1 CLEC may issue a Local Service Request (LSR) or Access Service Request (ASR), as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or

3.5.1.1.2 AT&T-21STATE and CLEC may agree upon another service arrangement or element (e.g., via a separate agreement at market-based rates to the extent AT&T-21STATE offers such an agreement, or an equivalent tariffed AT&T-21STATE service, or resale), or may agree that an analogous access product or service may be substituted, if available.

3.5.2 Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) calendar day Transitional Period described in Section 3.5.1.1 above, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a), above, and/or if CLEC and AT&T-21STATE have failed to reach agreement under (b), above, as to a substitute service arrangement or element, then AT&T-21STATE may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.

4.0 Responsibilities of the Parties

4.1 AT&T-21STATE will provide access to UNEs for the provision by CLEC of a Telecommunications Service (Act, Section 251(c)(3)).

4.2 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

4.3 CLEC's use of any AT&T-21STATE UNE, or of its own equipment or facilities in conjunction with any AT&T-21STATE UNE, must not materially interfere with or impair service over any facilities of AT&T-21STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written Notice and opportunity to cure, AT&T-21STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.

4.4 Where processes for any UNE provided pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, AT&T-21STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable change management guidelines found on AT&T CLEC Online website.

4.5 Performance of UNEs:

4.5.1 Each UNE will be provided in accordance with AT&T-21STATE technical publications or other written descriptions, if any, as changed from time to time by AT&T-21STATE at its sole discretion.

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

4.5.3 AT&T-21STATE may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for UNEs from affected Wire Center(s) may be suspended for a period of a few days prior and one (1) day after the upgrade or conversion date, consistent with the suspension AT&T-21STATE places on itself for orders from its End Users and other CLECs' End Users.

4.5.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services that may be required because of changes in facilities, operations, or procedure of AT&T-21STATE minimum network protection criteria, or operating or maintenance characteristics of the facilities.

4.6 Conditions for Access to UNEs:

4.6.1 CLEC cannot use a UNE (whether on a stand-alone basis, in combination with other UNEs, or otherwise), with a network element possessed by CLEC (or otherwise) to provide service to itself, or for other administrative purpose(s).

4.6.2 CLEC may not access UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services.

4.6.3 Other conditions to accessing and using any UNE (whether on a stand-alone basis, in combination with other UNEs, with a network element possessed by CLEC, or otherwise) may be applicable under effective FCC rules. Associated and effective FCC and judicial orders shall also apply.

4.6.4 AT&T-21STATE shall provide Access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

4.6.5 Reference Attachment 12 - Collocation for methods of access to and/or Interconnection with AT&T-21STATE 251(c)(3) UNEs.

5.0 Cross-Connects / Central Office Channel Interfaces (COCI)

5.1.1 In the AT&T-21STATE Premises where CLEC is either Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Attachment 12 - Collocation), AT&T-21STATE will extend AT&T-21STATE 251(c)(3) UNEs via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T-21STATE Premises where the 251(c)(3) UNEs are located.

5.1.2 AT&T-21STATE will provide cross-connects at the rates, terms, and conditions set forth in the Pricing Schedule.

5.1.2.1 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

5.1.2.2 CLEC shall refer trouble sectionalized in the AT&T-21STATE 251(c)(3) UNE to AT&T-21STATE's Maintenance Center.

5.1.3 In the AT&T SOUTHEAST REGION 9-STATE when UNEs are connected to Multiplexer, COCI will be used. COCI rates, terms and conditions are set forth in the Pricing Schedule.

6.0 New Combinations, Conversions, Commingling and EELs

6.1 New Combinations Involving UNEs:

6.1.1 Subject to the provisions hereof and upon CLEC request, AT&T-21STATE shall meet its combining obligations involving UNEs as to the extent required by FCC rules and orders.

6.1.2 To the extent CLEC requests a combination for which AT&T-21STATE does not have methods and procedures in place to provide such combination, rates and/or methods or procedures for such combination may be developed pursuant to the Bona Fide Request (BFR) process described in Attachment 08 - Bona Fide Request. Where electronic ordering is not available, manual ordering shall be used.

6.1.2.1 AT&T-21STATE will charge CLEC the applicable recurring and nonrecurring charges for each individual UNE and/or combinations as set forth in the Pricing Schedule.

6.1.3 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section apply only in situations where each of the following is met:

6.1.3.1 it is technically feasible, including that network reliability and security would not be impaired;

6.1.3.2 AT&T-21STATE's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

6.1.3.3 AT&T-21STATE would not be placed at a disadvantage in operating its own network;

6.1.3.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with AT&T-21STATE's network; and

6.1.3.5 CLEC is either unable to make the combination itself; or a new entrant and is unaware that it needs to combine certain UNEs to provide a Telecommunications Service, but such obligation under this Section ceases if AT&T-21STATE informs CLEC of such need to combine.

6.1.4 For purposes of Section 6.1.3.5 above and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation on/at an AT&T-21STATE Premise, as defined in the Attachment 12 - Collocation.

6.2 Conversion of Wholesale Services to 251(c)(3) UNE/UNE Combinations Or 251(c)(3) UNE/UNE Combinations to Wholesale Services:

6.2.1 Upon request, AT&T-21STATE shall convert a wholesale service, or group of wholesale services, to the equivalent UNE/UNE combinations that is/are available to CLEC pursuant to Section 251(c)(3) of the Act and under this Agreement, or convert UNE/UNE combination(s) that is/are available to CLEC pursuant to Section 251(c)(3) of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T-21STATE (collectively "Conversion").

6.2.2 A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and AT&T-21STATE.

6.2.3 AT&T-21STATE will not require physical rearrangements if the Conversion can be completed through record changes only. Any change from a wholesale service/group of wholesale services to a 251(c)(3) UNE/UNE combination(s), or from a 251(c)(3) UNE/UNE combination(s) to a wholesale service/group of wholesale services that require a physical rearrangement will not be considered a Conversion for purposes of this Agreement.

6.2.4 Orders for Conversions will be handled in accordance with the guidelines posted on AT&T CLEC Online website.

6.2.5 Where processes for the Conversion requested pursuant to this Attachment are not already in place, the Parties will comply with any applicable change management or CLEC User Forum guidelines.

6.2.6 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Conversion of a wholesale service, or group of wholesale services, to the equivalent 251(c)(3) UNE, or combination of 251(c)(3) UNEs, CLEC shall not request such Conversion or continue

using such 251(c)(3) UNE or 251(c)(3) UNEs that result from such Conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a 251(c)(3) UNE or combination of 251(c)(3) UNEs, AT&T-21STATE may convert the 251(c)(3) UNE or 251(c)(3) UNE combination to the equivalent wholesale service or group of wholesale services, upon written Notice to CLEC.

6.2.6.1 This Section applies to any 251(c)(3) UNE or combination of 251(c)(3) UNEs, including whether or not such 251(c)(3) UNE or combination of 251(c)(3) UNEs had been previously converted from an AT&T-21STATE service.

6.2.6.2 AT&T-21STATE may exercise its rights provided for hereunder and those allowed by law to ensure compliance with any applicable eligibility criteria.

6.2.7 Conversion Pricing:

6.2.7.1 AT&T-21STATE shall charge the applicable non-recurring service order charge and applicable switch-as-is rates as set forth in the Pricing Schedule, for Conversions to specific UNE/UNE Combinations. AT&T-21STATE shall also charge the applicable non-recurring service order charge and applicable switch-as-is rates, as set forth in the Pricing Schedule, when converting from UNE/UNE combinations.

6.3 Commingling:

6.3.1 Commingling is not permitted, nor is AT&T-21STATE required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair AT&T-21STATE's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place AT&T-21STATE at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T-21STATE's network.

6.3.2 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T-21STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable change management or CLEC User Forum (CUF) guidelines and/or will be developed pursuant to the BFR process.

6.3.3 Any Commingling obligation is limited solely to Commingling of one (1) or more facilities or services that are provided at wholesale from AT&T-21STATE with UNEs; accordingly, no other facilities, services or functionalities are subject to Commingling, including but not limited to facilities, services or functionalities that AT&T-21STATE might offer pursuant to Section 271 of the Act.

6.3.4 Except as provided in Section 6.3 above and, further, subject to the other provisions of this Agreement, AT&T-21STATE shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T-21STATE to the extent required by effective FCC rules and associated and effective FCC and judicial orders.

6.3.5 Upon request, and subject to Section 6, AT&T-21STATE shall perform the functions necessary to Commingle a 251(c)(3) UNE or a combination of 251(c)(3) UNEs with one (1) or more facilities or services that CLEC has obtained at wholesale from AT&T-21STATE (as well as requests where CLEC also wants AT&T-21STATE to complete the actual Commingling), except that AT&T-21STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 6.3.1 above applies to the Commingled Arrangement sought by CLEC; or (ii) CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, AT&T-21STATE's obligation to Commingle ceases if AT&T-21STATE informs CLEC of such need to Commingle.

6.3.6 For purposes of Section 6.3.1 above and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the UNE(s), UNE combination, and facilities or services obtained at wholesale from AT&T-21STATE are available to CLEC at CLEC's Collocation Arrangement. For Collocation terms and conditions see Attachment 12 – Collocation.

6.3.7 AT&T-21STATE has developed a list of Commingled Arrangements that will be available for ordering. This list is posted on AT&T's CLEC Online website.

6.3.7.1 Any request by CLEC for a Commingled Arrangement not included in such list may be made via Attachment 08 - Bona Fide Request. In any such BFR, CLEC must designate among other things the 251(c)(3) UNE(s), combination of 251(c)(3) UNEs, and the facilities or services that CLEC has obtained at wholesale from AT&T-21STATE sought to be Commingled and the needed location(s), the order in which such 251(c)(3) UNEs, such combinations of 251(c)(3) UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.

6.3.8 AT&T-21STATE will charge the appropriate recurring and non-recurring rates as identified in the Pricing Schedule. AT&T-21STATE shall charge the appropriate non-recurring rates as set forth in the Pricing Schedule(s) applicable to the 251(c)(3) UNEs (or 251(c)(3) UNE combinations) that are Commingled on a 251(c)(3) UNE-by-251(c)(3) UNE basis, and for the facilities and services that are Commingled (under this Section 6.3 above) on a facility-by-facility, service-by-service basis, including without limitation for the type of service and activity being requested to create the Commingled Arrangement.

6.3.9 AT&T-21STATE shall not be required to, and shall not, provide Ratcheting as a result of Commingling or a Commingled Arrangement.

6.4 Mandatory Eligibility Criteria for Access to Certain UNEs

6.4.1 Except as provided below in this Section or elsewhere in the Agreement and subject to this Section and Section 6.2 above, Conversion of Wholesale Services to 251(c)(3) UNEs, of this Attachment, AT&T-21STATE shall provide access to 251(c)(3) UNEs and combinations of 251(c)(3) UNEs without regard to whether CLEC seeks access to the 251(c)(3) UNEs to establish a new circuit or to convert an existing circuit from a wholesale service to 251(c)(3) UNEs.

6.4.2 AT&T-21STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 UNE Loop in combination, or Commingled, with a DS1 UDT facility or service or a DS3 or higher UDT facility or service, or an unbundled DS3 UNE Loop in combination, or Commingled, with a DS3 or higher UDT facility or service, or (2) an unbundled DS1 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UNE Loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

6.4.2.1 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

6.4.2.1.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T-21STATE local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and

6.4.2.1.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least twenty-eight (28) Local voice Telephone Numbers assigned to it; and

6.4.2.1.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and

6.4.2.1.4 Each circuit to be provided to each End User will terminate in a Collocation arrangement that meets the requirements of Section 6.4.3 below of this Attachment; and

6.4.2.1.5 Each circuit to be provided to each End User will be served by an Interconnection Trunk that meets the requirements of Section 6.4.4 below of this Attachment; and

6.4.2.1.6 For each twenty-four (24) DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection Trunk that meets the requirements of Section 6.4.4 below of this Attachment; and

6.4.2.1.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

6.4.2.1.8 AT&T-21STATE shall not be required to provide, and shall not provide, any 251(c)(3) UNE Combination of a 251(c)(3) UNE Local Loop and UDT at DS1 or higher (whether as a UNE Combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a Conversion of an existing service/circuit) that does not terminate to a Collocation arrangement that meets the requirements of Section 6.4.3 below of this Attachment.

6.4.3 A Collocation arrangement meets the requirements of Section 6.4 above of this Attachment if it is:

6.4.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T-21STATE Premises within the same LATA as the End User's premises, when AT&T-21STATE is not the Collocator; or

6.4.3.2 Located at a Third Party's premises within the same LATA as the End User's premises, when AT&T-21STATE is the Collocator.

6.4.4 An Interconnection Trunk meets the requirements of Section 6.4.2.1.5 above and Section 6.4.2.1.6 above of this Attachment if CLEC will transmit the calling party's local telephone number in connection with calls exchanged over the Trunk, and the Trunk is located in the same LATA as the End User premises served by the Included Arrangement.

6.4.5 For a new circuit to which Section 6.4.2 above applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided, as required by Section 6.4.2.1.1 above and Section 6.4.2.1.3 above respectively. In such case, CLEC shall satisfy Section 6.4.2.1.1 above and/or Section 6.4.2.1.3 above if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within thirty (30) calendar days after AT&T-21STATE provisions such new circuit. CLEC must provide AT&T-21STATE with sufficient proof that such assignment and/or implementation has occurred by the end of such thirtieth (30th) day.

6.4.5.1 Section 6.4.5 above does not apply to existing circuits to which Section 6.4.2 above applies, including Conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 6.4.2.1.1 above and Section 6.4.2.1.3 above requirements for existing circuits at the time it initiates the ordering process).

6.4.6 CLEC hereby agrees that by submitting an order to AT&T-21STATE for an Included Arrangement (whether new, as a result of a requested Conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 6.4 above as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification, and certification-by-order shall not diminish or otherwise affect CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section.

6.4.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with AT&T-21STATE.

6.4.7 In addition to any other audit rights provided for this Agreement and those allowed by law, AT&T-21STATE may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an "annual basis", it means a consecutive twelve (12) month period for each individual State, beginning upon AT&T-21STATE's written Notice that an audit will be performed for that State, subject to Section 6.4.7.4 below.

6.4.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.

6.4.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.4 above.

6.4.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor's judgment.

6.4.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 6.4 above, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a 251(c)(3) UNE/UNE Combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the 251(c)(3) UNE or 251(c)(3) UNE Combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T-21STATE may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T-21STATE. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any 251(c)(3) UNE for any period in which CLEC does not meet the conditions set forth in this Section 6.4 above for that 251(c)(3) UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, (e.g., AT&T-21STATE shall not have to wait the remaining part of the consecutive twelve (12) month period before it is permitted to audit again in that state).

6.4.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 6.4 above, CLEC must reimburse AT&T-21STATE for the cost of the independent auditor and for AT&T-21STATE's costs in the same manner and using the same methodology and rates that AT&T-21STATE is required to pay CLEC's costs under Section 6.4.7.4.2 below.

6.4.7.4.2 To the extent the independent auditor's report concludes that CLEC complied in all material respects with this Section 6.4 above, AT&T-21STATE must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

6.4.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation.

6.4.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section in all cases and, further, the failure of AT&T-21STATE to require such compliance, including if AT&T-21STATE provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section,

shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

7.0 Network Interface Device (NID)

7.1.1 Subject to Section 3.0 above of this Attachment, AT&T-21STATE shall provide unbundled access to the Unbundled Network Interface Device (NID) under the following terms and conditions in this subsection.

7.1.2 The Maintenance and control of the End User's inside wiring (on the End User's side of the UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T-21STATE offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service.

7.1.3 AT&T-21STATE will permit CLEC to connect its UNE Loop facilities to an End User's premises wiring through AT&T-21STATE's NID, or at any other technically feasible point.

7.1.4 Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by AT&T-21STATE based on Time and Material charges. AT&T-21STATE, at the request of CLEC, will disconnect the AT&T-21STATE UNE Loop from the NID at charges reflected in the Pricing Schedule.

7.1.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T-21STATE's NID where necessary.

7.1.6 The AT&T-21STATE NIDs that CLEC uses under this Attachment will be existing NIDs installed by AT&T-21STATE to serve its End Users.

7.1.7 CLEC shall not attach to or disconnect AT&T-21STATE's ground. CLEC shall not cut or disconnect AT&T-21STATE's UNE Loop from the NID and/or its protector. CLEC shall not cut any other leads in the UNE NID.

7.1.8 CLEC, when it has constructed its own NID at a premises and needs only to make contact with AT&T-21STATE's NID, can disconnect the End User's wiring from AT&T-21STATE's NID and reconnect it to CLEC's NID.

8.0 UNE Loop

8.1.1 Subject to Section 3.0 above of this Attachment, AT&T-21STATE shall provide unbundled access to UNE Loops under the terms and conditions in this subsection.

8.1.2 Consistent with the applicable FCC rules, AT&T-21STATE will make available the UNE Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T-21STATE central office and the UNE Loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T-21STATE shall not be obligated to provision any of the UNE Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the UNE Loop includes all wire within multiple dwelling and tenant Buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by AT&T-21STATE. The UNE Loop includes, but is not limited to copper UNE Loops (two-wire and four-wire analog voice-grade copper UNE Loops, digital copper UNE Loops [e.g., DS0s and integrated services digital network (ISDN) lines]), as well as two-wire and four-wire copper UNE Loops conditioned, at CLEC's request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services, DS1 UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.4.4 below) and DS3 UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.5.4 below) where such UNE Loops are deployed and available in AT&T-21STATE Wire Centers. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.

8.1.2.1 When a UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such UNE Loop will require High Voltage Protective Equipment (HVPE) (e.g., a positron), to

ensure the safety and integrity of the network, the Parties' employees and/or representatives, and CLEC's End User. Therefore, any request by CLEC for a UNE Loop to a high voltage area will be submitted by CLEC to AT&T-21STATE via the BFR process set forth in Attachment 08 – Bona Fide Request, and CLEC shall be required to pay AT&T-21STATE for any HVPE that is provisioned by AT&T-21STATE to CLEC in connection with CLEC's UNE Local Loop order to the high voltage area.

8.1.3 The following types of UNE Loops will be provided at the rates, terms, and conditions set forth in this Attachment or Pricing Schedule.

8.1.3.1 AT&T-21STATE 2-Wire Analog UNE Loop (Unbundled Voice Loop)

8.1.3.1.1 2-Wire Analog UNE Loop is a transmission facility that supports analog voice frequency, voice band services with UNE Loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

8.1.3.1.2 If CLEC requests one (1) or more 2-Wire Analog UNE Loops serviced by Integrated Digital Loop Carrier (IDLC), AT&T-21STATE will, where available, move the requested UNE Loop(s) to a spare, existing all-copper UNE Local Loop at no additional charge to CLEC. If, however, no spare UNE Local Loop is available, as defined above, AT&T-21STATE will notify CLEC of the lack of available facilities.

8.1.3.2 AT&T-21STATE 4-Wire Analog UNE Loop

8.1.3.2.1 A 4-Wire Analog UNE Loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog UNE Loop provides separate transmits and receive paths.

8.1.3.3 AT&T-21STATE 2-Wire Digital UNE Loop/2-Wire ISDN

8.1.3.3.1 A 2-Wire Digital UNE Loop is a transmission facility that supports Basic Rate ISDN (BRI) digital exchange services and will be provisioned according to industry standards.

8.1.3.4 AT&T-21STATE DS1 UNE Loop

8.1.3.4.1 A DS1 UNE Loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). A DS1 UNE Loop is a digital local loop having a total digital signal speed of 1.544 Mbps.

8.1.3.4.2 DS1 UNE Loops will be offered and/or provided only where such UNE Loops have not been Declassified.

8.1.3.4.3 The procedures set forth in Section 8.1.4.1 below will apply in the event DS1 UNE Loops are or have been Declassified.

8.1.3.4.4 DS1 UNE Loop "Caps" – AT&T-21STATE is not obligated to provide to CLEC more than ten (10) DS1 UNE Loops to any single Building in which DS1 UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 UNE Loops once CLEC has already obtained ten DS1 UNE Loops at the same Building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-21STATE's option it may accept or reject the order, but convert any requested DS1 UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS1 UNE Loop(s) as of the date of provisioning.

8.1.3.5 AT&T-21STATE DS3 UNE Loop

8.1.3.5.1 A DS3 UNE Loop provides a digital transmission facility from an AT&T-21STATE central office to an End User's premises. A DS3 loop is a digital local loop having a total digital speed of 44.736 Mbps.

8.1.3.5.2 DS3 UNE Loops will be offered and/or provided only where such UNE Loops have not been Declassified.

8.1.3.5.3 The procedures set forth in Section 8.1.4.2 below will apply in the event DS3 UNE Loops are or have been Declassified.

8.1.3.5.4 DS3 UNE Loop "Caps" – AT&T-21STATE is not obligated to provide to CLEC more than one (1) DS3 UNE Loop per requesting carrier to any single Building in which DS3 UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 UNE Loops once CLEC has already obtained one DS3 UNE Loop at the same Building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-21STATE's option it may accept or reject the order, but convert any requested DS3 UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 UNE Loop(s) as of the date of provisioning.

8.1.3.6 FTTH/FTTC Loops

8.1.3.6.1 In new build (i.e., greenfield) areas, AT&T-21STATE is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when AT&T-21STATE deploys any such Loop to a residential unit that previously has not been served by any Loop facility.

8.1.3.6.2 In Overbuild situations where AT&T-21STATE has deployed a FTTH or FTTC Loop parallel to, or in replacement of, an existing copper Loop facility and has not retired the copper Loop pursuant to 47 C.F.R § 51.319(a)(3)(iv), AT&T-21STATE is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when AT&T-21STATE has deployed any such Loop parallel to, or in replacement of an existing copper Loop facility, except that:

8.1.3.6.2.1 AT&T-21STATE will maintain the existing copper Loop connected to the particular End User's premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis, unless AT&T-21STATE retires the copper Loop pursuant to 47 C.F.R. § 51.319(a)(3)(iv).

8.1.3.6.2.2 When AT&T-21STATE maintains the existing copper Loops pursuant to 47 C.F.R. § 51.319(a)(3)(iii)(A), AT&T-21STATE need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to that section, in which case AT&T-21STATE shall restore the copper Loop to serviceable condition upon request.

8.1.3.6.2.3 AT&T-21STATE may retire copper Loops that have been replaced with FTTH/FTTC facilities using the FCC's network disclosure requirements as set forth in Section 251(c)(5) of the Act and in §§ 51.325 through 51.335 and any applicable state requirements.

8.1.3.6.2.4 If AT&T-21STATE retires the copper loop pursuant to this Section, AT&T-21STATE shall provide nondiscriminatory access to one 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop or fiber-to-the-curb loop on an unbundled basis on the same rates and terms applicable under the Agreement to a 2-Wire Voice Grade Loop to the same premises where such a loop is available.

8.1.4 Declassification Procedure

8.1.4.1 DS1 UNE Loop – Subject to the Cap described in Section 8.1.3.4.4 above, AT&T-21STATE shall provide CLEC with access to a DS1 UNE Loop, where available, to any Building not served by a Wire Center with sixty thousand (60,000) or more business lines and four (4) or more fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS1 Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS1 UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).

8.1.4.2 DS3 UNE Loop – Subject to the Cap described in Section 8.1.3.5.4 above, AT&T-21STATE shall provide CLEC with access to a DS3 UNELoop, where available, to any Building not served by a Wire Center with at least 38,000 business lines and at least four (4) fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS3 UNE Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS3 UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified, and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).

8.1.4.3 Effect on Embedded Base – Upon Declassification of DS1 UNE Loops and/or DS3 UNE Loops already purchased by CLEC as UNEs under this Agreement, AT&T-21STATE will provide written Notice to CLEC of such Declassification and proceed in accordance with Sections 14.0 below 15.0 below, and 16.0 below.

8.1.4.3.1 Products provided by AT&T-21STATE in conjunction with such UNE Loops (e.g., cross-connects) shall also be subject to re-pricing under this Section and Section 14.0 below where such UNE Loops are Declassified.

8.1.4.4 The Parties agree that activity by AT&T-21STATE under this Section shall not be subject to the Network Disclosure Rules.

9.0 UNE DS1 and DS3 Dedicated Transport

9.1.1 Subject to Section 3.0 above of this Attachment, AT&T-21STATE shall provide DS1 (1.544 Mbps) and DS3 (44.736 Mbps) UDT under the following terms and conditions in this subsection.

9.1.2 For purposes of this Agreement, AT&T-21STATE is not obligated to provide CLEC with unbundled access to DS1/DS3 UDT that does not connect a pair of AT&T-21STATE Wire Centers.

9.1.3 AT&T-21STATE will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide DS1/DS3 UDT.

9.1.4 Subject to the Caps set forth in Section 9.1.6.2 below and Section 9.1.6.3 below, DS1/DS3 UDT will be provided only where such facilities exist at the time of CLEC's request, and only over Routes that are not or have not been Declassified.

9.1.5 DS1 and DS3 UDT includes, as follows:

9.1.5.1 Multiplexing – an option ordered in conjunction with DS1 or DS3 UDT that converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as DS1 or DS3 UDT and at the rates set forth in the Pricing Schedule.

9.1.5.2 DS3 UDT Caps – AT&T-21STATE is not obligated to provide to CLEC more than twelve (12) DS3 UDT circuits on each Route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UDT circuits on the same Route. If, notwithstanding this Section, CLEC submits such an order, at

AT&T-21STATE's option, it may accept or reject the order, but convert any requested DS3 UDT in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

9.1.5.3 DS1 UDT Caps - AT&T-21STATE is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UDT circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 251(c)(3) UDT circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at AT&T-21STATE's option it may accept the order, but convert any requested DS1 251(c)(3) UDT in excess of the Cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.

9.1.6 Declassification Procedure

9.1.6.1 Wire Center "Tiers" – For purposes of Sections 9.0 above and 10.0 below Wire Centers are classified into three "tiers" as follows:

9.1.6.1.1 Tier 1 Wire Centers are those AT&T-21STATE Wire Centers that contain at least four (4) fiber-based Collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those AT&T-21STATE tandem switching locations that have no Line-Side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

9.1.6.1.2 Tier 2 Wire Centers are those AT&T-21STATE Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) fiber-based Collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

9.1.6.1.3 Tier 3 Wire Centers are those AT&T-21STATE Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

9.1.6.2 DS1 Dedicated Transport Declassification

9.1.6.2.1 Subject to the Cap described in Section 9.1.5.3 above AT&T-21STATE shall provide CLEC with access to DS1 UDT on Routes, except Routes where both Wire Centers defining the Route are Tier 1 Wire Centers. As such, AT&T-21STATE must provide UNE DS1 Dedicated Transport under this Agreement only if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on Routes between Tier 1 Wire Centers are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Dedicated Transport on such Route(s).

9.1.6.3 DS3 Dedicated Transport Declassification

9.1.6.3.1 Subject to the Cap described in 9.1.5.2 above, AT&T-21STATE shall provide CLEC with access to DS3 UDT, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, AT&T-21STATE must provide DS3 UDT under this Agreement only if a Wire Center on either end of the requested Route is a Tier 3 Wire Center. If both Wire Centers defining a requested Route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such Routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or

otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport on such Route(s).

9.1.6.4 Effect on Embedded Base – Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as UNEs under this Agreement, AT&T-21STATE will provide written Notice to CLEC of such Declassification, and proceed in accordance with Sections 14.0 below, 15.0 below and 16.0 below.

9.1.6.4.1 Products provided by AT&T-21STATE in conjunction with UNE DS1 and DS3 Dedicated Transport (e.g., cross-connects) shall also be subject to re-pricing under the section where Dedicated Transport is Declassified.

9.1.6.5 The Parties agree that activity by AT&T-21STATE under this Section 9.1.7 above shall not be subject to the Network Disclosure Rules.

10.0 UNE Dedicated Transport Dark Fiber

10.1 Subject to Section 4.0 above of this Attachment, AT&T-21STATE shall provide unbundled access to Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. AT&T-21STATE is not required to provide UNE Loop and/or Dark Fiber Loop on an unbundled basis.

10.2 Dedicated Transport Dark Fiber is deployed, unlit optical fiber within AT&T-21STATE's network. Dedicated Transport Dark Fiber charges are set forth in the Pricing Schedule.

10.3 At Dedicated Transport Dark Fiber segments in Routes that have not been Declassified, AT&T-21STATE will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 10.4 below. AT&T-21STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport Dark Fiber that does not connect a pair of AT&T-21STATE Wire Centers. AT&T-21STATE will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has Collocation space in each AT&T-21STATE central office where the requested UNE Dedicated Transport Dark Fiber(s) terminate.

10.4 Spare Dark Fiber Transport Inventory Availability and Condition:

10.4.1 All available spare UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered.

10.4.2 Spare Dedicated Transport Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned. Spare Dedicated Transport Dark Fiber does not include maintenance spares, fibers set aside and documented for AT&T-21STATE's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers.

10.4.3 CLEC will not obtain any more than twenty-five percent (25%) of the spare UNE Dedicated Transport Dark Fiber contained in the requested segment during any two (2) year period.

10.5 CLEC requesting UNE Dedicated Transport Dark Fiber must submit a Dark Fiber Facility Inquiry, providing CLEC's specific point-to-point (A to Z) dark fiber requirements. Rates for the Dark Fiber Facility Inquiry are as set forth in the Pricing Schedule.

10.6 For Quantities and Time Frames for ordering UNE Dedicated Transport Dark Fiber, refer to the AT&T CLEC Online website.

10.7 Right of Revocation of Access to UNE Dedicated Transport Dark Fiber:

10.7.1 Right of revocation of access to UNE Dedicated Transport Dark Fiber is distinguishable from Declassification. For clarification purposes, AT&T-21STATE's right of revocation of access under this Section applies even when the affected Dedicated Transport Dark Fiber remains a UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section.

10.7.2 Should CLEC not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T-21STATE provided the fiber(s), AT&T-21STATE may revoke CLEC's access to the UNE

Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T-21STATE's inventory.

10.7.3 AT&T-21STATE may reclaim from CLEC the right to use UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written Notice to CLEC. If the reclaimed UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the Notice period, AT&T-21STATE will provide an alternative facility for CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. AT&T-21STATE must also demonstrate upon CLEC's request that the reclaimed Dedicated Transport Dark Fiber will be needed to meet AT&T-21STATE's bandwidth requirements within the twelve (12) months following the revocation.

10.8 Access Methods Specific to UNE Dedicated Transport Dark Fiber:

10.8.1 The termination point for UNE Dedicated Transport Dark Fiber at central offices will be in an AT&T-21STATE-approved splitter shelf. This arrangement allows for non-intrusive testing.

10.8.2 At central offices, UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent, in the central office. CLEC access is provided via Collocation.

10.9 For Installation and Maintenance for UNE Dedicated Transport Dark Fiber, refer to AT&T's CLEC Online website.

10.9.1 AT&T-21STATE will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. CLEC will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to CLEC.

10.10 Dark Fiber Transport Declassification:

10.10.1 AT&T-21STATE shall provide CLEC with access to UNE Dedicated Transport Dark Fiber, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers, as described in Section 14.0 below As such, AT&T-21STATE must provide UNE Dedicated Transport Dark Fiber under this Agreement only if a Wire Center on either end of the requested Route is a Tier 3 Wire Center. If both Wire Centers defining a requested Route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such Routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such Route(s).

10.10.2 Effect on Embedded Base – Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as UNEs under this Agreement, AT&T-21STATE will provide written Notice to CLEC of such Declassification, and proceed in accordance with Section 14.0 below. At the end of the Notice period under that Section, provision of the affected Dedicated Transport Dark Fiber to CLEC will be terminated without further obligation of AT&T-21STATE.

10.10.3 Products provided by AT&T-21STATE in conjunction with UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section where such fiber is Declassified.

10.10.4 The Parties agree that activity by AT&T-21STATE under this Section shall not be subject to the Network Disclosure Rules.

11.0 Routine Network Modifications for UNE Loops, UNE DS1, DS3 and Dark Fiber Dedicated Transport

11.1.1 AT&T-21STATE shall make Routine Network Modifications (RNM) to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities used by CLEC where the requested UNE facility has already been constructed. AT&T-21STATE shall perform RNM to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the UNE facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

11.1.2 A "Routine Network Modification" is an activity that AT&T-21STATE regularly undertakes for its own customers. RNM include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that

AT&T-21STATE ordinarily attaches to activate such UNE Loops or Transport facilities for its own retail End Users, under the same conditions and in the same manner that AT&T-21STATE does for its own End Users. RNM may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T-21STATE will place drops in the same manner as it does for its own End Users.

11.1.3 RNM do not include constructing new UNE Loops; or UNE DS1, DS3, or Dark Fiber Dedicated Transport; installing new cable or fiber; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; or removing or reconfiguring packetized transmission facility. Nor do RNM include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics). AT&T-21STATE is not obligated to perform those activities for CLEC.

11.1.4 AT&T-21STATE shall determine whether and how to perform RNM using the same network or outside plant engineering principles that would be applied in providing service to AT&T-21STATE's retail End Users.

11.1.5 AT&T-21STATE has no obligation to build Time Division Multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that never had TDM capability.

11.1.6 Notwithstanding anything to the contrary herein, AT&T-21STATE's obligations with respect to RNM apply only where the UNE Loop and Transport transmission facilities are subject to unbundling and do not apply to FTTH UNE Loops or FTTC UNE Loops.

11.1.7 AT&T-21STATE shall provide RNM at the rates, terms and conditions set forth in this Attachment and in the Pricing Schedule or at rates to be determined on an individual case basis (ICB) or through the Special Construction (SC) process. AT&T-21STATE will impose charges for RNM in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the RNM for which AT&T-21STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC as an ICB/SC include, but are not limited to: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) where applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Transport facility when ordered.

12.0 911/E911 Database

12.1.1 Access to the AT&T-21STATE 911/E911 call-related databases will be provided as described in Attachment 05 - 911/E911.

13.0 Operations Support Systems (OSS) Functions

13.1.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T-21STATE's databases and information. AT&T-21STATE will provide CLEC access to its OSS Functions as outlined in Attachment 07 - Operations Support Systems (OSS).

14.0 Non-Impaired Wire Center Criteria and Related Processes

14.1 AT&T-21STATE has designated and posted, to AT&T CLEC Online website, the Wire Centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity UNE Loops (as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii)) have been met.

14.2 Commission-approved Wire Center Lists:

14.2.1 In states where the Commission has already determined that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), CLEC may no longer self-certify or request DS1/DS3 High-

Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the Wire Center in such Wire Center.

14.3 Wire Center Lists Pending Commission Approval:

14.3.1 In states where the Commission has not previously determined, in any proceeding, that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), AT&T-21STATE's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T-21STATE's designations.

14.4 Self-Certifications:

14.4.1 CLEC shall perform a reasonably diligent inquiry to determine whether, to the best of CLEC's knowledge, the Wire Center meets the non-impairment thresholds as set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii).

14.4.2 If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T-21STATE Wire Center non-impairment designation, the CLEC will provide a self-certification to AT&T-21STATE identifying the Wire Center(s) for which it is self-certifying. To self-certify, CLEC can send a letter to AT&T-21STATE claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T-21STATE.

14.4.3 If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, then AT&T-21STATE shall provision the requested facilities in accordance with CLEC's order and within AT&T-21STATE's standard ordering interval applicable to such facilities.

14.4.4 If AT&T-21STATE in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section of this Agreement, AT&T-21STATE will modify its systems to accept such orders within a reasonable period of time after receipt of CLEC notification to AT&T-21STATE.

14.4.5 CLEC may not submit a self-certification for a Wire Center after the transition period for the DS1/DS3 UNE Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the Wire Center has passed.

14.5 CLEC may not self-certify that it is entitled to obtain Unbundled DS1/DS3 UNE Loops or Unbundled DS1/DS3 Dedicated Transport at a location where CLEC has met the volume Cap set forth in Sections 8.1.3.4.4 above and 8.1.3.5.4 above (for DS1/DS3 UNE Loops) and 9.1.5.3 above and 9.1.5.2 above (for DS1/DS3 Dedicated Transport).

14.6 Until CLEC provides a self-certification for High-Capacity UNE Loops and/or Transport for such Wire Center designations, CLEC will not submit High Capacity UNE Loop and/or Transport orders based on the Wire Center designation, and if no self-certification is provided will transition any remaining Embedded Base of DS1 and DS3 UNE Loop and Transport and Dark Fiber Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days of executing this Agreement. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) calendar day period, AT&T-21STATE may disconnect such circuits or beginning billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates.

14.7 AT&T-21STATE will update the AT&T CLEC Online website posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section above of this Agreement shall be deemed to mean an Accessible Letter issued after the Effective Date of this Agreement, as set forth in this Section 14.0 above of this Agreement.

14.8 If it desires to do so, AT&T-21STATE can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures:

14.8.1 AT&T-21STATE will notify CLEC of its intent to dispute CLEC's self-certification within thirty (30) calendar days of CLEC's self-certification or within thirty (30) calendar days of the Effective Date of this Agreement, whichever is later.

14.8.2 AT&T-21STATE will file the dispute for resolution with the state Commission within sixty (60) calendar days of CLEC's self-certification or within sixty (60) calendar days of the Effective Date of this Agreement, whichever is later.

14.8.3 AT&T-21STATE will notify CLEC of the filing of such a dispute via Accessible Letter.

14.8.4 If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed Wire Center designation(s). The Parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute.

14.9 During the timeframe of any dispute resolution proceeding, AT&T-21STATE shall continue to provide the High-Capacity UNE Loop or Transport facility in question to CLEC at the rates in the Pricing Schedule.

14.10 If CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 UNE Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected UNE Loop or Transport shall be subject to true-up as follows:

14.10.1 For Wire Centers designated by AT&T-21STATE prior to March 11, 2005 and

14.10.2 For the affected UNE Loop/Transport element(s) installed prior to March 11, 2005,

14.10.2.1 CLEC will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rates which are the rates in effect at the time of the non-impairment designations plus fifteen percent (15%) ("Transitional Rates"). If affected UNE Loops/Transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide a true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates as described above will continue to apply until the facility has been transitioned.

14.10.2.2 For the affected UNE Loop/Transport element(s) installed after March 11, 2005, CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or thirty (30) calendar days after AT&T-21STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates will continue to apply until the facility has been transitioned.

14.10.2.3 For Wire Centers designated by AT&T-21STATE after March 11, 2005:

14.10.2.3.1 For affected UNE Loop/Transport elements ordered before AT&T-21STATE's Wire Center designation,

14.10.2.3.1.1 if the applicable transition period is within the initial TRRO transition period described in Section 15.0 below of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) calendar days after AT&T-21STATE's Notice of non-impairment and the date the circuit is transitioned to the Transitional Rates.

14.10.2.3.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 14.1 above of this Agreement has expired, CLEC will provide a true-up based on the Transitional Rates between the date that is thirty (30) calendar days after AT&T-

21STATE's Notice of non-impairment and the end of the applicable transition period described in Section 15.1 below and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates as described above will continue to apply until the facility has been transitioned.

14.10.2.3.2 For affected UNE Loop/Transport elements ordered after AT&T-21STATE's Wire Center designation, CLEC will provide a true-up for the affected UNE Loop/Transport element(s) to an equivalent special access rate for the affected UNE Loop/Transport element(s) as of the later of the date billing began for the provisioned element or thirty (30) calendar days after AT&T-21STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates will continue to apply until the facility has been transitioned.

14.10.3 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T-21STATE will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T-21STATE intends to rely, which will include the detailed business line information for the AT&T-21STATE Wire Center or centers that are the subject of the dispute.

15.0 Future Wire Center Designations

15.1 The parties recognize that Wire Centers that AT&T-21STATE had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a Wire Center that is not currently designated as meeting one (1) or more of the FCC's non-impairment thresholds, meets one (1) or more of these thresholds at a later date, AT&T-21STATE may add the Wire Center to the list of designated Wire Centers and the Parties will use the following process:

15.1.1 AT&T-21STATE may update the Wire Center list as changes occur.

15.1.2 To designate a Wire Center that had previously not met one (1) or more of the FCC's impairment thresholds but subsequently does so, AT&T-21STATE will provide notification to CLEC via Accessible Letter and by a posting on AT&T CLEC Online website.

15.1.3 AT&T-21STATE will continue to accept CLEC orders for impacted DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for thirty (30) calendar days after the date the Accessible Letter is issued.

15.1.4 In the event the CLEC disagrees with AT&T-21STATE's determination, CLEC will have sixty (60) calendar days from the issuance of the Accessible Letter to dispute AT&T-21STATE's Wire Center determination by providing a self-certification to AT&T-21STATE.

15.1.5 If the CLEC does not use the self-certification process described in Section 15.1.4 above to self-certify against AT&T-21STATE's Wire Center designation within sixty (60) calendar days of the issuance of the Accessible Letter, CLEC must transition all circuits that have been declassified by the Wire Center designation(s) by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days ending on the ninetieth (90th) day after the issuance of the Accessible Letter providing the Wire Center designation of non-impairment; no additional notification from AT&T-21STATE will be required. CLEC may not obtain new DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in Wire Centers and/or Routes where such circuits have been declassified during the applicable transition period. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) day period, AT&T-21STATE may disconnect such circuits or beginning

billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the transitional rates set forth in Section 15.2 below.

15.1.6 If CLEC does provide self-certification to dispute AT&T-21STATE's designation determination within sixty (60) calendar days of the issuance of the Accessible Letter, AT&T-21STATE may dispute CLEC's self-certification as described in Section 14.8 above of this Agreement and AT&T-21STATE will accept and provision the applicable UNE Loop and Transport orders for the CLEC providing the self certification during a dispute resolution process.

15.2 During the applicable transition period, the transition rates paid will be rates in effect at the time of the non-impairment designations plus fifteen percent (15%).

16.0 Transition Procedures of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport Arrangements Impacted by Wire Center Designation(s)

16.1 The provisions of Section 14.1 above of this Attachment shall apply to the transition of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by Wire Center designation(s). As outlined in Section 14.1 above of this Attachment, requested transitions of DS1/DS3 High Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's End User's service, and all applicable charges shall apply. Cross-connects provided by AT&T-21STATE in conjunction with such UNE Loops and/or Transport shall be billed at applicable wholesale rates (e.g., prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

16.2 AT&T-21STATE will process CLEC orders for DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T-21STATE will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

16.3 A Building that is served by both an impaired Wire Center and a non impaired Wire Center and that is not located in the serving area for the non-impaired Wire Center will continue to have affected elements available from the impaired Wire Center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.

16.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the applicable transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 14.4.1 above of this Agreement, and if CLEC and AT&T-21STATE have failed to reach agreement under Section 14.4.1 above of this Agreement as to a substitute service arrangement or element, then AT&T-21STATE may, at its sole option, disconnect DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport, whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available, at rates applicable to such analogous service or arrangement.

ATTACHMENT 14 - xDSL Loops

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1.0 Introduction

1.1 AT&T-21STATE will make available xDSL Loops and xDSL/Unbundled Copper Subloop (UCSL) Subloops for the provision of xDSL-based services or line splitting arrangements provided by CLEC in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

2.0 General Provisions

2.1 AT&T-21STATE will provide xDSL Loops and xDSL/UCSL Subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

2.2 AT&T-21STATE will not guarantee that an xDSL Loop or xDSL/UCSL Subloops ordered by CLEC will perform as desired by CLEC for xDSL based services, but will guarantee that Loops will be provisioned to meet basic metallic Loop parameters, including continuity and pair balance. CLEC shall designate on its Local Service Request (LSR), at CLEC's sole option, what Loop conditioning AT&T-21STATE is to perform in provisioning the order.

2.3 The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. Refer to AT&T CLEC Online website for specific processes addressing Spectrum Management.

2.4 Maintenance, Repair and Testing:

2.4.1 AT&T-21STATE shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv) and as outlined on the AT&T CLEC Online website and within Attachment 07 - Operations Support Systems (OSS).

2.4.2 Line and Station Transfer (LST): For a loop currently in service where trouble ticket resolution has identified that excessive bridged tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T-12STATE to resolve a trouble, AT&T-12STATE, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and AT&T-12STATE determines that an LST can be performed, the AT&T-12STATE LOC will contact the CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in the Pricing Schedule shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T-12STATE network-related problem, then CLEC will not be charged the LST rate or for AT&T-12STATE's resolution of the trouble. If, however, the trouble is found not to be an AT&T-12STATE network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in the Pricing Schedule, in addition to the applicable LST charge.

3.0 Product Specific Service Delivery Provisions

3.1 Loop Makeup Information and Ordering:

3.1.1 At the CLEC's request, AT&T-21STATE will provide CLEC with nondiscriminatory access to its Loop makeup information as it exists in AT&T-21STATE's database and records via:

3.1.1.1 a mechanized Loop makeup for near real-time access to data available electronically; or

3.1.1.2 manual Loop makeup for information that may not be available electronically.

3.1.2 CLEC will be given nondiscriminatory access to the same Loop makeup information that AT&T-21STATE is providing to any other CLEC, AT&T-21STATE's retail or wholesale operations and/or its advanced services Affiliate.

3.1.2.1 In the AT&T SOUTHEAST REGION 9-STATE region, CLEC will have access to Loop makeup information only on facilities owned or controlled by AT&T SOUTHEAST REGION 9-STATE or controlled by the requesting CLEC.

3.1.3 AT&T-21STATE does not guarantee accuracy or reliability of the Loop make up information provided. CLEC may obtain Loop makeup information according to the terms and conditions described on the AT&T CLEC Online website incorporated herein by reference, as may be amended from time to time.

3.2 Provisioning Intervals:

3.2.1 AT&T-21STATE's provisioning intervals per order per End User location shall be the intervals set forth on the AT&T CLEC Online website.

3.3 Loop Conditioning (a.k.a Line Conditioning in AT&T SOUTHEAST REGION 9-STATE):

3.3.1 AT&T 21STATE will condition xDSL Loops and xDSL/UCSL Subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii).

3.3.2 All modifications for Loop Conditioning/Line Conditioning in this section will be performed at the rates set forth in the Pricing Schedule.

3.3.3 AT&T-21STATE shall provide Line Conditioning on 251(c)(3) Unbundled Loops, as requested by CLEC, even in instances where AT&T-21STATE does not provide advanced services to the End User on that 251(c)(3) Unbundled Loop.

3.3.4 AT&T-21STATE will not modify a 251(c)(3) Unbundled Loop in such a way that it no longer meets the technical parameters of the original 251(c)(3) Unbundled Loop type e.g., voice grade, etc., being ordered.

3.3.5 In AT&T-12STATE (i) If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that AT&T-12STATE perform some or all of the available loop conditioning to remove excessive bridged tap, load coils and/or repeaters at the rates set forth in the Pricing Schedule. CLEC may obtain loop conditioning information according to the terms and conditions described in the AT&T CLEC Online website; incorporated herein by reference, as may be modified from time to time.

3.3.6 AT&T SOUTHEAST REGION 9-STATE will remove load coils only on copper 251(c)(3) Unbundled Loops that are equal to or less than eighteen thousand (18,000) feet in length. AT&T SOUTHEAST REGION 9-STATE will remove load coils on copper 251(c)(3) Unbundled Subloops where the total loop distance (feeder plus distribution) from the AT&T SOUTHEAST REGION 9-STATE Central Office to the End User is equal to or less than 18,000 feet or, if there is no copper feeder, the distance from the remote terminal (RT) to the End User is equal to or less than 18,000 feet.

3.3.7 For any copper 251(c)(3) Unbundled Loop being ordered by CLEC which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from CLEC, so that the 251(c)(3) Unbundled Loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to CLEC. In AT&T SOUTHEAST REGION 9-STATE loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper 251(c)(3) Unbundled Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in the Pricing Schedule. CLEC may request removal of any unnecessary and non-Excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to AT&T SOUTHEAST REGION 9-STATE's Special Construction (SC) Process, (which is a part of the service inquiry process), as mutually agreed to by the Parties.

3.3.8 If CLEC requests Unbundled Loop Modification (ULM) on a reserved facility for a new 251(c)(3) Unbundled Loop order, AT&T SOUTHEAST REGION 9-STATE may perform a pair change and provision a different 251(c)(3) Unbundled Loop facility in lieu of the reserved facility with ULM if feasible. The 251(c)(3) Unbundled Loop provisioned will meet or exceed specifications of the requested 251(c)(3) Unbundled Loop facility as modified. CLEC will not be charged for ULM if a different 251(c)(3) Unbundled Loop is provisioned. For 251(c)(3) Unbundled Loops that require a Design Layout Report (DLR) or its equivalent, AT&T SOUTHEAST REGION 9 STATE will provide LMU detail of the 251(c)(3) Unbundled Loop provisioned.

3.3.9 CLEC shall request 251(c)(3) Unbundled Loop make up information pursuant to this Attachment prior to submitting a Service Inquiry, in accordance to the terms and conditions described in the AT&T CLEC Online website, and/or a Local Service Request (LSR) for the 251(c)(3) Unbundled Loop type that CLEC desires AT&T SOUTHEAST REGION 9-STATE to condition.

3.3.10 When requesting ULM for a 251(c)(3) Unbundled Loop that AT&T SOUTHEAST REGION 9-STATE has previously provisioned for CLEC, CLEC will submit a Service Inquiry to AT&T SOUTHEAST REGION 9-STATE. If a spare 251(c)(3) Unbundled Loop facility that meets the 251(c)(3) Unbundled Loop modification specifications requested by CLEC is available at the location for which the ULM was requested, CLEC will have the option to change the 251(c)(3) Unbundled Loop facility to the qualifying spare facility rather than to provide ULM. In the event that AT&T SOUTHEAST REGION 9-STATE changes the 251(c)(3) Unbundled Loop facility in lieu of providing ULM, CLEC will not be charged for ULM but will only be charged the service order charges for submitting an order.

3.4 Loops and Subloops available under this Attachment are further identified in the Pricing Schedule and AT&T CLEC Online website.

3.5 Pricing/Rates:

3.5.1 The rates applicable to xDSL Loops, xDSL/UCSL Subloops, and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual Loop qualification, Loop conditioning and cross-connects are set forth in the Pricing Schedule.

3.5.2 In those instances specified herein, or in the event that AT&T-21STATE agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Attachment or for work performed outside of standard business hours, CLEC shall pay Maintenance of Service charges as outlined on the AT&T CLEC Online website and within Attachment 07 - Operations Support Systems (OSS).

ATTACHMENT 15 - COORDINATED HOT CUT

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by AT&T-12STATE and for Order Coordination (OC) and Order Coordination-Time Specific (OC-TS) provided by AT&T SOUTHEAST REGION 9-STATE.

2.0 Definitions

2.1 "Conversion of Service" means the matching of the disconnect of one Telecommunications product or service with the installation of another Telecommunications product or service.

2.2 "Designated Installation" means an installation of service occurring at a specific time of day as specified.

3.0 CHC and OC (CHC/OC) Service Description

3.1 CHC/OC is an optional manual service offering that permits CLEC to request a Designated Installation and/or Conversion of Service during or after normal business hours.

3.2 CHC/OC allows the Parties to coordinate the installation of the SL2 Loops (AT&T SOUTHEAST REGION 9-STATE), Unbundled Digital Loops and other Loops where CHC/OC may be purchased as an option, to CLEC's facilities in order to limit the time an End User may be without service. CHC/OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. CHC/OC for physical conversions will be scheduled at AT&T-21STATE's discretion during normal working hours on the committed due date.

3.3 CLEC will initiate the beginning of a CHC/OC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with AT&T-21STATE.

3.4 AT&T-21STATE may limit the number of service orders that can be coordinated based on workload and resources available. AT&T-21STATE shall approve the CHC/OC request on a non-discriminatory basis, by requesting carrier, and on a first come first served basis.

3.5 AT&T-21STATE reserves the right to suspend the availability of CHC/OC service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts AT&T-21STATE's ability to provide its baseline service. Where time permits, AT&T-21STATE will make every effort to notify CLEC when such unanticipated activities occur.

4.0 CHC/OC Pricing

4.1 CHC/OC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the coordinated cut.

4.2 When CLEC orders CHC/OC service, AT&T-21STATE shall charge and CLEC agrees to pay for CHC/OC service at the "additional labor" or "Time and Material" rates set forth in the Pricing Schedule.

4.3 In the event AT&T-21STATE fails to meet a CHC/OC service commitment for reasons within the control of AT&T-21STATE, AT&T-21STATE will not charge CLEC a CHC/OC service charge. However, in the event AT&T-21STATE misses a CHC/OC service commitment due to reasons outside of AT&T-21STATE's control, including but not limited to actions of CLEC, its agent or End User, the CHC/OC service charge will still apply. For example, if CLEC requests any change to an order with CHC/OC service including, but not limited to, no access to the CLEC's End User's premises, or CLEC/End User not ready to proceed with the order, the CHC/OC service charge will apply and AT&T-21STATE will not be obligated to ensure a CHC/OC for that order.

5.0 Order Coordination-Time Specific (OC-TS) AT&T SOUTHEAST REGION 9-STATE Only

5.1 OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. CLEC may specify a time between 9:00 a.m. and 4:00 p.m. (local time) Monday through Friday, excluding AT&T SOUTHEAST REGION 9-STATE's holidays. If CLEC specifies a time outside this window, or selects a time or quantity of loops that requires AT&T SOUTHEAST REGION 9-STATE technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates set forth in the Pricing Schedule. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

ATTACHMENT 16 - RESALE

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for Resale Services provided by AT&T-21STATE to CLEC.

1.2 To the extent required by Section 251(c)(4) of the Act, AT&T-21STATE shall make available to CLEC for resale at wholesale rates Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers.

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

1.4 Except as otherwise expressly provided herein, the state-specific Tariff(s) shall govern the terms, conditions and charges associated with the Telecommunications Services available to CLEC for resale, with the exception of any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AT&T-21STATE to its End Users.

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

2.0 Definitions

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

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

3.0 General Provisions

3.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are concurrently offered to AT&T-21STATE's End Users at retail.

3.2 AT&T-21STATE has no obligation to make services available at the Resale Discount to CLEC for its own use or for the use of one or more of its parent, Affiliates, subsidiaries or similarly-related entities. CLEC shall not use any Resale Service to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local Exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers.

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

(i) to the same End User; and

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

3.4 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the Tariff(s) applicable to the state(s) in which service is being offered.

3.5 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

3.6 CLEC shall only resell services provided under this Attachment to the same category of End User(s) to whom AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

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

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

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

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

3.6.4 AT&T-21STATE will provide the Lifeline Service to CLEC at the applicable Lifeline Local Exchange Tariff or Guidebook rate, less an additional CLEC state discount as specified in the applicable Pricing Schedule. AT&T-21STATE is the entity eligible to apply to and receive support from the applicable state Universal Service Fund and the Federal Universal Service Fund for the Lifeline Service.

3.7 When ordering services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original end user service order data, evidencing the eligibility of its End Users for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

3.8 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for Resale, whether at the Resale Discount or otherwise; provided, however, that AT&T-21STATE shall offer Short-Term Promotions for Resale at no Resale Discount in a particular state if and only to the extent required by Commission order in that state.

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

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

3.11 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC a sum equal to:

(i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; and

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

Should CLEC dispute the stated violation, CLEC must notify AT&T-21STATE in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the Resale Notice from AT&T-21STATE and comply with the Dispute Resolution provisions of the General Terms and Conditions ("GT&C") of the Agreement ("Dispute Resolution provisions"). Resolution of any dispute under this Attachment shall also be conducted in compliance with the Dispute Resolution provisions in the GT&C.

3.12 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption (or resale to similarly-situated end users) of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof (including, without limitation, the wholesale discount, if any, associated with such resale). Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

3.13 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

4.0 Responsibilities of Parties

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE is free to reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) twenty-four (24) hours a day, seven (7) days a week, or otherwise shall be in parity with the ability offered by AT&T-21STATE to its End Users. CLEC will be assigned Maintenance Center(s) when CLEC's initial service agreements are made. CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those on End User premises.

4.4 CLEC's End Users' activation of Call Trace and annoying call complaints shall be handled by the AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the GT&Cs of the Agreement.

5.0 Billing and Payment of Rates and Charges

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

5.1.1 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE 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-21STATE.

5.2 AT&T-21STATE shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

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

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

6.0 Ancillary Services

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 05 – 911/E911.

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

6.3 Resale Operator Services and Directory Assistance (OS/DA): The rates, terms and conditions for reselling AT&T-21STATE OS/DA services are contained in OS/DA section of Attachment 06 - Customer Information Services.

6.4 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, and AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in Section 12.19 of the General Terms and Conditions.

7.0 Suspension of Service

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

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

7.3 AT&T-21STATE will offer Suspension of Service to CLEC for the purpose of CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount, unless required by Commission order(s).

PRICING SCHEDULE

1.0 Pricing Schedule

1.1 This Attachment sets forth the pricing terms and conditions. The rate tables included in this Attachment may be divided into categories. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 Replacement of Non-Interim Rates

1.2.1 Certain of the current rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established "Current Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.2, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Current Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Current Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable (i.e., not an order or docket relating only to a specific complaint or interconnection agreement arbitration) to the Interconnection Services, either Party may provide written notice ("Rate Change Notice") to the other Party, after the effective date of such order, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Current Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any written amendment or further Commission action, CLEC's billing tables will be updated to reflect (and CLEC shall pay) the Modified Rate(s), pursuant to timeframes as specifically set forth in Section 1.2.1.1 below and Section 1.2.1.3 below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Section 1.2.1.1 below and Section 1.2.1.3 below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Current Rate(s) were replaced by the Modified Rate(s), and shall submit such amendment to the Commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided:

1.2.1.1 If the Rate Change Notice is issued by a Party within ninety (90) calendar days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and AT&T-21STATE will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established current Rate(s) for the period after the effective date of the order, in accordance herewith.

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

1.2.1.3 In the event that a Party issues a Rate Change Notice under this Section 1.2 above, but not within ninety (90) calendar days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, on a prospective basis only, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Current Rate(s) with the Modified Rate(s) if the terms and conditions of this Section 1.2 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (containing this Section 1.2,) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established current Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.2 above.

1.3 Replacement of Interim Rates

1.3.1 Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Interconnection Services specifically identified herein as interim, either Party may, within ninety (90) calendar days after the effective date of such Commission order, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the new Commission-established rate(s) ("Replacement Rates") to replace and supersede the Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T-21STATE will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.3.2 If the Replacement Rate Notice is given within ninety (90) calendar days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T-21STATE will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

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

1.3.4 In the event that a Party issues a Rate Notice under this Section 1.3 above, but not within ninety (90) calendar days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.3.5 In the event the terms and conditions of this Section 1.3 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.3 above) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.3 above.

1.4 Notice to Adopting CLECs

1.4.1 Notwithstanding anything to the contrary in this Pricing Schedule and Agreement, in the event that any other CLEC should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the current and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T-21STATE and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any adopting CLEC is foreclosed from making any such claim hereunder.

1.4.2 AT&T-21STATE obligation, under this Agreement, per the GT&C is to only provide Interconnection Services for which complete rates, terms and conditions are contained in this Agreement. Accordingly, to the extent CLEC orders a product or service for which there are not complete rates, terms and conditions contained in this Agreement, AT&T-21STATE may reject the order. CLEC must amend this Agreement to allow ordering

of products and services for which complete rates, terms and conditions did not exist as of the Effective Date of the Agreement to the extent such product or service is still available at the time of the request. In the event that CLEC orders, and AT&T-21STATE provisions, a product or service to CLEC for which there are not complete rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.4.3 CLEC shall pay for the product or service provisioned to CLEC at the rates set forth in AT&T-21STATE's applicable intrastate tariff(s) for the product or service or, to the extent there are no tariff rates, terms or conditions available for the product or service in the applicable state, then CLEC shall pay for the product or service at AT&T-21STATE's current generic contract rate for the product or service set forth in AT&T-21STATE's applicable state-specific generic Pricing Sheet as published on the AT&T CLEC Online website; or

1.4.4 CLEC will be billed and shall pay for the product or service as provided in Section 1.4.3 above, and AT&T-21STATE may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.4.2 above. If CLEC and AT&T-21STATE cannot agree on rates, terms, and conditions either Party may institute the Dispute Resolution provisions as contained in the GT&Cs.

1.4.5 AT&T-21STATE's provisioning of orders for such Interconnection Services is expressly subject to this Section 1.4.2 above, and in no way constitutes a waiver of AT&T-21STATE's right to charge and collect payment for such products and/or services.

1.4.6 Where the rate for an AT&T-21STATE Interconnection Service is identified as a tariffed rate, any changes to the tariff rate shall be automatically incorporated into this Agreement. The issuance of a Commission Order approving such rate change shall be the only Notice required under this Agreement. Provided however, should a tariff or tariff rate, incorporated into this Agreement, be withdrawn or invalidated in any way during the term of this Agreement, the last rate in effect at the time of such withdrawal or invalidation shall continue to apply during the remaining term of this Agreement.

1.4.7 The Resale Discount applicable to purchases of Resold Services in each State is the current Commission-approved rate. Any Commission approved or ordered change in the Resale discount for Resold Services shall be automatically incorporated into this Agreement for the state in which such Commission approves or orders the change. The issuance of the Commission Order approving such change shall be the only Notice required under this Agreement.

1.5 Establishment of "TBD" Rates

1.5.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or no rate is shown, the Parties understand and agree that when a rate, price or charge is established by AT&T-21STATE for that Interconnection Service and incorporated into AT&T-21STATE's current state-specific Generic Pricing Sheet as published on the AT&T CLEC Online website, that rate(s) ("Established Rate") shall automatically apply to the Interconnection Service provided under this Agreement back to the Effective Date of this Agreement as to any orders CLEC submitted and AT&T-21STATE provisioned for that Interconnection Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T-21STATE shall provide Written Notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the Effective Date of the Agreement. The Parties shall negotiate a conforming amendment, which shall reflect the Established Rate that applies to such Product or Service pursuant to this Section 1.5 above, and shall submit such Amendment to the State Commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T-21STATE shall bill CLEC to reflect the application of the Established Rate retroactively to the Effective Date of the Agreement between the Parties.

1.5.2 AT&T-21STATE's provisioning of such orders for such Interconnection Services is expressly subject to this Section 1.5 above and in no way constitutes a waiver of AT&T-21STATE's right to charge and collect payment for such Interconnection Services.

1.6 Recurring Charges

1.6.1 Unless otherwise identified in the Pricing Sheet, where rates are shown as monthly, a month will be defined as a thirty (30) day calendar month. The minimum term for each monthly rated Interconnection Services will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for Interconnection Services, if applicable, will be specified in the rate tables included in this Attachment.

1.6.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T-21STATE will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T-21STATE will round up to the next whole mile before determining the mileage and applying rates.

1.7 Non-Recurring Charges:

1.7.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

1.7.2 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each 251(c)(3) UNE.

1.7.3 When CLEC converts an End-User currently receiving non-complex service from AT&T-21STATE, without any facilities rearrangements to AT&T-21STATE's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

1.7.4 CLEC shall pay the applicable service order processing/administration charge for each service order submitted by CLEC to AT&T-21STATE to process a request for installation, disconnection, rearrangement, change, or record order.

1.7.5 In some cases, Commissions have ordered AT&T-21STATE to separate disconnect costs and installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission-ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T-21STATE, regardless of whether or not a disconnect order is issued by CLEC.

1.7.6 Time and Material charges, also known as Additional Labor Charges, are defined in the Price Sheet contained herein.

1.7.7 Loop Zone charges are defined in the Price Sheet contained herein.

1.8 AT&T CALIFORNIA only:

1.8.1 The Pricing Sheet contained in this Agreement contains both zone and statewide rates for many of the Rate Element Descriptions contained within the Unbundled Exchange Access Loop Product. CLEC must select either zone rates or statewide rates for these rate elements upon the establishment of the BAN(s) for CLEC in California.

1.8.1.1 CLEC will indicate on the WEST - UNE/UNE-P/LWC™/Commercial Agreements BAN REQUEST FORM which type of rates that the CLEC wants to be billed: Zone or Statewide. The form is provided to CLEC in the West Implementation Checklist for Facility-Based/LWC/Resale package.

1.8.1.2 Once CLEC selects either the zone or statewide rate, that rate type will remain for the life of the contract.