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February 25, 2015

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

Re: Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina and QuantumShift Communications, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 2000-352-C

Dear Ms. Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc., d/b/a AT&T South Carolina ("AT&T") and QuantumShift Communications, Inc. submit to the South Carolina Public Service Commission 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.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and QuantumShift Communications, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

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

Sincerely,

Nyla M. Laney

Nyla M. Laney

cc: James E. McDaniel

USA Proud Sponsor of the U.S. Olympic Team

AGREEMENT

BETWEEN

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 AND AT&T SOUTH CAROLINA

AND

QUANTUMSHIFT COMMUNICATIONS, INC.

at&t

Signature: eSigned - Karen A Weller

Name: eSigned - Karen A Weller
(Print or Type)

Title: VP Corporate Development
(Print or Type)

Date: 19 Feb 2015

QuantumShift Communications, Inc.

Signature: eSigned - William A. Bockelman

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

Title: Director
(Print or Type)

Date: 19 Feb 2015

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 and AT&T SOUTH CAROLINA by AT&T Services, Inc., its authorized agent

State	Resale OCN
ALABAMA	2444
FLORIDA	2444
GEORGIA	2444
KENTUCKY	2444
MISSISSIPPI	2444
NORTH CAROLINA	2444
SOUTH CAROLINA	2444

Description	ACNA Code(s)
ACNA(s)	MVX

INTERCARRIER COMPENSATION AGREEMENT
GENERAL TERMS AND CONDITIONS

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INTERCONNECTION AGREEMENT

UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection 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 QuantumShift Communications, Inc. ("CLEC" also referenced as "QuantumShift Communications, Inc."), (a California Corporation), shall apply to the State(s) of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina and South Carolina.

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 applies to Telecommunications traffic originated and terminated between the Parties over local circuit switching purchased by CLEC from **AT&T-21STATE** 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) and is composed of the foregoing recitals, the General Terms and Conditions (GT&C), set forth below, the Intercarrier Compensation Agreement and Pricing Sheets 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 the (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 October 31, 2017 (the "Initial Term"). Upon expiration of the Term ("Expiration Date"), absent receipt of Notice of Termination or Notice of Expiration by either Party, this Agreement shall continue month-to-month. If the Agreement continues to survive on a month-to-month basis, either Party may terminate the Agreement by providing Notice of Termination. Such notice must be provided with at least thirty (30) days advance notice of the date the Agreement will terminate

("Termination Date"). To the extent services exist after the Expiration Date, the rates and terms for such services shall be the rates and terms for services in effect as of the Expiration Date, except such rates may be raised or lowered at any time by AT&T upon thirty (30) days Notice.

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, either Party may terminate the Agreement by providing "Notice of Termination" to the other Party. Such notice shall be provided no earlier than one hundred eighty (180) days before to the Expiration Date and may not specify termination before the expiration date unless mutually agreed to by the Parties. After termination the Parties' liability under this Agreement shall be limited to obligations contained in Section 8.0 and under the Section Survival 42.1 below contained herein.

8.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement, either Party may seek to terminate this Agreement by providing a Notice of Termination. Such notice shall be provided no earlier than one hundred and eighty (180) days before the Expiration Date and may not specify termination before the expiration date unless mutually agreed to by the Parties. CLEC shall be solely responsible (including from a financial, operational, and administrative standpoint) to ensure that its End Users are transitioned to a new LEC or to other **AT&T-21STATE** wholesale services before the termination date of this Agreement. In the event the Parties are unable to agree upon a transition plan, **AT&T-21STATE** may, at its discretion, disconnect all or any of the services at any time after the Termination Date.

8.4.3 The rates, terms and conditions set forth in this Agreement shall continue in full force and effect, except as provided in Section 8.2.1 until the Termination Date. For avoidance of doubt, nothing in this Agreement obligates **AT&T-21STATE** after the Termination Date to continue to offer or provide any services and/or products that were provided under this Agreement.

8.4.4 In any event, **AT&T-21STATE** shall be under no obligation to provision any products and/or services pursuant to this Agreement as of and after the Termination Date.

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

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

21.1.2 delivered by facsimile provided CLEC and/or **AT&T-21STATE** has provided such information in Section 21.3 below.

21.1.3 delivered by electronic mail (email) provided CLEC and/or **AT&T-21STATE** has provided such information in Section 21.3 below.

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

21.2.1 the date of actual receipt;

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

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

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

21.2.5 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 to CLEC by **AT&T-21STATE**.

21.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Karen A. Weller V.P. Corporate Development
STREET ADDRESS	12657 Alcosta Blvd., Suite 418
CITY, STATE, ZIP CODE	San Ramon, CA 94583
PHONE NUMBER*	(925) 415-2126
FACSIMILE NUMBER	(925) 415-1900
EMAIL ADDRESS	kweller@vcomsolutions.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.

21.4 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.

21.5 **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

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 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, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. **AT&T-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 California 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.

INTERCARRIER COMPENSATION AGREEMENT

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1.0 Introduction

1.1 This Agreement sets forth terms and conditions for Intercarrier Compensation for **AT&T-21STATE** and CLEC.

2.0 Definitions

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

2.2 "Section 251(b)(5) Traffic" is Telecommunications traffic as defined in Section 3.2 below.

2.3 "Section 251(b)(5)/IntraLATA Toll Traffic" for purposes of this Agreement means, (i) Section 251(b)(5) Traffic and/or 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.

2.4 "Wholesale Local Switching Traffic" for the purposes of this Agreement, means call usage:

2.4.1 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.

2.4.2 originating from an **AT&T-21STATE** End User and terminating over local switching purchased by CLEfrom **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 Intercarrier Compensation

3.1 Responsibilities of the Parties:

3.1.1 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with which CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User served by a Third Party which 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 which 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.

3.1.2 Notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications services to its End Users.

3.1.3 For Section 251(b)(5) Traffic, and Wholesale Local Switching Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Agreement and the Pricing Sheets and/or the applicable switched access tariffs.

3.1.4 The Parties acknowledge that Section 3.0 addresses the method of compensation for traffic properly exchanged by the Parties under this Agreement.

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

3.2.1 For purposes of this Agreement, Section 251(b)(5) Traffic shall mean Telecommunications traffic exchanged over the Parties' owned or leased 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. For purposes of this Section 3.0, all Section 251(b)(5) Traffic and all Wholesale Local Switching Traffic shall be referred to as billable traffic and will be billed in accordance with Section 3.9 below.

3.2.2 Each Party will invoice the other Party on a monthly basis for combined Section 251(b)(5) Traffic exchanged between the Parties at the rate set forth in the Pricing Sheets.

3.3 Intercarrier Compensation for Wholesale Local Switching Traffic

3.3.1 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.

3.3.2 The following intercarrier 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:

3.3.2.1 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.

3.3.2.2 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) set forth in the Pricing Sheets.

3.3.3 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:

3.3.3.1 or 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:

3.3.3.1.1 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 Sheets; or

3.3.3.1.2 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.

3.3.3.2 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.

3.3.3.2.1 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.

3.3.3.3 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic originated by CLEC, compensation shall apply as follows:

3.3.3.3.1 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 Sheets.

3.3.3.3.2 For calls originated by a Third Party and terminating to CLEC where such CLEC purchases local switching from **AT&T SOUTHEAST REGION 9-STATE** on a wholesale basis 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 Schedule at the terminating end office. **AT&T SOUTHEAST REGION 9-STATE** will not charge the terminating CLEC for End Office Switching or its equivalent at the terminating end office.

3.3.3.4 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic terminated by CLEC, compensation shall apply as follows:

3.3.3.4.1 For calls originated by an **AT&T SOUTHEAST REGION 9-STATE** End User or to 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 shall not charge **AT&T SOUTHEAST REGION 9-STATE** intercarrier compensation or any other charges for termination of such calls.

3.3.3.4.2 For calls originated by a Third Party CLEC where such CLEC purchases local switching from **AT&T SOUTHEAST REGION 9-STATE** on a wholesale basis 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.

3.3.3.5 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:

3.3.3.5.1 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 Sheets 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 Sheets. CLEC shall not charge originating or terminating switched access rates to **AT&T SOUTHEAST REGION 9-STATE** for termination of those calls.

3.3.3.6 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:

3.3.3.6.1 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 Sheets.

3.3.3.6.2 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 Sheets. **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.

3.3.3.7 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 Sheets.

3.4 Other Telecommunications Traffic:

3.4.1 The terms of this Agreement 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. 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.

3.4.2 The Parties recognize and agree that traffic could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure not apply, including calls that meet the definitions of:

3.4.2.1 Optional EAS Traffic

3.4.2.2 IntraLATA Toll Traffic

3.4.2.3 800, 888, 877, ("8YY") Traffic

3.4.2.4 MCA Traffic

3.5 Optional Calling Area Traffic - **AT&T ARKANSAS**, **AT&T KANSAS** and **AT&T TEXAS**:

3.5.1 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 3.2 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.

3.5.2 In the context of this Agreement, 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 Agreement.

3.5.3 The state specific OCA Transport and Termination rates are identified in the Pricing Sheets.

3.6 MCA Traffic - **AT&T MISSOURI**:

3.6.1 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.

3.6.1.1 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.

3.6.1.2 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.

3.6.2 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.

3.6.3 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**.

3.7 IntraLATA 800 Traffic:

3.7.1 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.

3.7.2 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 (CCS) 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 (STPs) 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.

3.8 IntraLATA Toll Traffic Compensation:

3.8.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in **AT&T-21STATE**'s tariff in whose exchange area the End User is located.

3.8.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set

forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in the **AT&T-21STATE**'s tariff in whose exchange area the End User is located.

3.9 Billing Arrangements for Termination of Section 251(b)(5) Traffic, Optional EAS Traffic and IntraLATA Toll Traffic:

3.9.1 In **AT&T-21STATE**, each Party, unless otherwise agreed to by the Parties, will calculate terminating interconnection Minutes Of Use (MOUs) based on standard switch recordings made within terminating carrier's network for , Optional EAS Traffic, IntraLATA Toll Traffic and in **AT&T-21STATE**, Wholesale Local Switching Traffic. These recordings are the basis for each Party to generate bills to the other Party.

3.9.1.1 Where CLEC is using terminating recordings to bill intercarrier compensation, **AT&T-21STATE** 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-21STATE** non-resale offering whereby **AT&T-21STATE** 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.

3.9.2 The measurement of MOUs shall be in actual conversation seconds. The total conversation seconds will be totaled for the entire monthly bill and then rounded to the next whole minute.

3.9.3 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.

3.9.4 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.

3.10 Switched Access Traffic:

3.10.1 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:

3.10.1.1 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;

3.10.1.2 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;

3.10.1.3 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

3.10.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.

PRICING SHEETS

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
	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0007025			MOU

PRICING SHEETS

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
	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0007662			MOU

PRICING SHEETS

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
	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0016333			MOU

PRICING SHEETS

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
	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0011971			MOU

PRICING SHEETS

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
	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0010269			MOU

PRICING SHEETS

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
	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0015			MOU

PRICING SHEETS

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
	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0010519			MOU