Richard T. Howell
Area Manager-Regulatory Relations

AT&T
208 S. Akard St.
#2510.02
Dallas, Texas 75202
T: (214)757-8099
F: (214)746-2232
rh2514@att.com
www.att.com

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February 11, 2021

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

Re: Approval of Negotiated ILEC to ILEC Interconnection Agreement between AT&T South Carolina[1] and St. Stephen Telephone Company ("ILEC") Pursuant to Sections 251 and 252 of the federal Telecommunications Act of 1996
Docket No. _____

Dear Ms. Boyd:

AT&T South Carolina and ILEC respectfully submit for the Commission's approval, pursuant to Section 252(e) of the federal Telecommunications Act of 1996 ("the Act"), the attached agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements, and/or the resale of telecommunications services. The agreement, which was negotiated pursuant to Sections 251 and 252 of the Act, also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

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

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

Sincerely yours,

Richard T. Howell

Richard T. Howell
Attachment

cc: James E. McDaniel

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

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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 SOUTH CAROLINA AND AT&T TENNESSEE, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T OKLAHOMA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

ARCADIA TELEPHONE COMPANY; BADGER TELECOM, LLC; BLACK EARTH TELEPHONE COMPANY, LLC; BLUE RIDGE TELEPHONE COMPANY; BONDUEL TELEPHONE COMPANY LLC; BURLINGTON, BRIGHTON AND WHEATLAND TELEPHONE COMPANY, LLC; BUTLER TELEPHONE COMPANY, INC.; CALHOUN CITY TELEPHONE COMPANY, INC.; CAMDEN TELEPHONE AND TELEGRAPH COMPANY, INC; CAMDEN TELEPHONE COMPANY INC.; CENTRAL STATE TELEPHONE COMPANY, LLC; CHATHAM TELEPHONE COMPANY; COMMUNICATION CORPORATION OF MICHIGAN; COMMUNICATIONS

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CORPORATION OF INDIANA; COMMUNICATIONS CORPORATION OF SOUTHERN INDIANA; CONCORD TELEPHONE EXCHANGE, INC.; CONTINENTAL TELEPHONE COMPANY; DICKEYVILLE TELEPHONE, LLC; EASTCOAST TELECOM OF WISCONSIN, LLC; GRANTLAND TELECOM, LLC; HAPPY VALLEY TELEPHONE COMPANY; HOME TELEPHONE COMPANY INC; HORNITOS TELEPHONE CO.; HUMPHREYS COUNTY TELEPHONE COMPANY; ISLAND TELEPHONE COMPANY; LESLIE COUNTY TELEPHONE COMPANY; LEWISPORT TELEPHONE COMPANY; LITTLE MIAMI COMMUNICATIONS CORPORATION; MCCLELLANVILLE TELEPHONE COMPANY, INC.; MID-AMERICA TELEPHONE, LLC; MID-PLAINS TELEPHONE, LLC; MIDWAY TELEPHONE COMPANY, LLC; MOSINEE TELEPHONE COMPANY, LLC; MT. VERNON TELEPHONE COMPANY, LLC; MYRTLE TELEPHONE COMPANY, INC.; NELSON-BALL GROUND TELEPHONE COMPANY; NORWAY TELEPHONE COMPANY, INC.; OAKMAN TELEPHONE CO., INC.; OAKWOOD TELEPHONE COMPANY; OKLAHOMA COMMUNICATION SYSTEMS, LLC; PEOPLES TELEPHONE COMPANY, INC.; QUINCY TELEPHONE COMPANY; QUINCY TELEPHONE COMPANY; RIVERSIDE TELECOM, LLC; S & W TELEPHONE COMPANY, INC.; SALEM TELEPHONE COMPANY; SCANDINAVIA TELEPHONE COMPANY, LLC; SHIAWASSEE TELEPHONE COMPANY; SOUTHEAST MISSISSIPPI TELEPHONE COMPANY, INC.; SOUTHEAST TELEPHONE CO. OF WISCONSIN, LLC; ST. STEPHEN TELEPHONE COMPANY; STOCKBRIDGE & SHERWOOD TELEPHONE COMPANY, LLC; TDS TELECOMMUNICATIONS LLC; TELLICO TELEPHONE COMPANY, INCORPORATED; TENNESSEE TELEPHONE COMPANY; TENNEY TELEPHONE COMPANY, LLC; THE FARMERS TELEPHONE COMPANY LLC; THE HOME TELEPHONE

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COMPANY OF PITTSBORO, INC; THE MERCHANTS & FARMERS TELEPHONE COMPANY; THE STATE LONG DISTANCE TELEPHONE COMPANY, LLC; THE VANLUE TELEPHONE COMPANY; TIPTON TELEPHONE COMPANY INC; TRI-COUNTY TELEPHONE COMPANY INC; UTELCO, LLC; WAUNAKEE TELEPHONE COMPANY, LLC; WEST POINT TELEPHONE COMPANY, INCORPORATED; WILLISTON TELEPHONE COMPANY; WINTERHAVEN TELEPHONE COMPANY; WOLVERINE TELEPHONE COMPANY

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Signature: eSigned - Joel Dohmeier

Name: eSigned - Joel Dohmeier
(Print or Type)

Title: Director of Government and Regulatory Affairs
(Print or Type)

Date: 10 Dec 2020

Arcadia Telephone Company; Badger Telecom, LLC; Black Earth Telephone Company, LLC; Blue Ridge Telephone Company; Bonduel Telephone Company LLC; Burlington, Brighton and Wheatland Telephone Company, LLC; Butler Telephone Company, Inc.; Calhoun City Telephone Company, Inc.; Camden Telephone and Telegraph Company, Inc; Camden Telephone Company Inc.; Central State Telephone Company, LLC; Chatham Telephone Company; Communication Corporation of Michigan; Communications Corporation of Indiana; Communications Corporation of Southern Indiana; Concord Telephone Exchange, Inc.; Continental Telephone Company; Dickeyville Telephone, LLC; EastCoast Telecom of Wisconsin, LLC; Grantland Telecom, LLC; Happy Valley Telephone Company; Home Telephone Company Inc; Hornitos Telephone Co.; Humphreys County Telephone Company; Island Telephone Company; Leslie County Telephone Company; Lewisport Telephone Company; Little Miami Communications Corporation; McClellanville Telephone Company, Inc.; Mid-America Telephone, LLC; Mid-Plains Telephone, LLC; Midway Telephone Company, LLC; Mosinee Telephone Company, LLC; Mt. Vernon Telephone Company, LLC; Myrtle Telephone Company, Inc.; Nelson-Ball Ground Telephone Company; Norway Telephone Company, Inc.; Oakman Telephone Co., Inc.; Oakwood Telephone Company; Oklahoma Communication Systems, LLC; Peoples Telephone Company, Inc.; Quincy Telephone Company; Quincy Telephone

Signature: eSigned - Kristen Shore

Name: eSigned - Kristen Shore
(Print or Type)

Title: AVP Regulatory
(Print or Type)

Date: 14 Dec 2020

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

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Company; Riverside Telecom, LLC; S & W Telephone Company, Inc.; Salem Telephone Company; Scandinavia Telephone Company, LLC; Shiawassee Telephone Company; Southeast Mississippi Telephone Company, Inc.; Southeast Telephone Co. of Wisconsin, LLC; St. Stephen Telephone Company; Stockbridge & Sherwood Telephone Company, LLC; TDS Telecommunications LLC; Tellico Telephone Company, Incorporated; Tennessee Telephone Company; Tenney Telephone Company, LLC; The Farmers Telephone Company LLC; The Home Telephone Company of Pittsboro, Inc; The Merchants & Farmers Telephone Company; The State Long Distance Telephone Company, LLC; The Vanlue Telephone Company; Tipton Telephone Company Inc; Tri-County Telephone Company Inc; UTELCO, LLC; Waunakee Telephone Company, LLC; West Point Telephone Company, Incorporated; Williston Telephone Company; Winterhaven Telephone Company; Wolverine Telephone Company

State	OCN
ALABAMA	0284,0384,0314
CALIFORNIA	2321,2322,2323
FLORIDA	4454
GEORGIA	0346,0351,0375,4455
INDIANA	0744,0776,0809,0777,0778, 0816,0788,0829,0830,0837
KENTUCKY	0411,0412,0417
MICHIGAN	0685,0672,0677,0726,0738
MISSISSIPPI	0448,0449,3301
OHIO	0585,0607,0613,0645,0662,
OKLAHOMA	2010,1984

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SOUTH CAROLINA	0533,0535,0544,0551
TENNESSEE	0559,0566,0578,0575,
WISCONSIN	0844,0849,0851,0856,0859,0875 0914,0930,0881,0909,0915,0917, 0943,0945,0952,0954,0955,G048,0958 0880,0963,0968

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GENERAL TERMS and CONDITIONS

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Attachments:

01 ILEC Traffic Termination Attachment

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Generic ILEC to ILEC Agreement

This ILEC to ILEC Agreement ("Agreement") is entered into 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 MISSISSIPPI, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA; Michigan Bell Telephone Company d/b/a AT&T MICHIGAN; The Ohio Bell Telephone Company d/b/a AT&T OHIO; Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA; Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T"), (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 TDS Telecommunications LLC, Butler Telephone Company, Inc., Oakman Telephone Co., Inc., Peoples Telephone Company, Inc., Quincy Telephone Company, Blue Ridge Telephone Company, Camden Telephone and Telegraph Company, Inc, Nelson-Ball Ground Telephone Company, Quincy Telephone Company, Leslie County Telephone Company, Lewisport Telephone Company, Salem Telephone Company, Calhoun City Telephone Company, Inc., Myrtle Telephone Company, Inc., Southeast Mississippi Telephone Company, Inc., McClellanville Telephone Company, Inc., Norway Telephone Company, Inc., St. Stephen Telephone Company, Williston Telephone Company, Concord Telephone Exchange, Inc., Humphreys County Telephone Company, Tellico Telephone Company, Incorporated, Tennessee Telephone Company, Camden Telephone Company Inc., Communications Corporation of Indiana, Communications Corporation of Southern Indiana, The Home Telephone Company of Pittsboro, Inc, Home Telephone Company Inc, S & W Telephone Company, Inc., The Merchants & Farmers Telephone Company, Tipton Telephone Company Inc, Tri-County Telephone Company Inc, West Point Telephone Company, Incorporated, Chatham Telephone Company, Communication Corporation of Michigan, Island Telephone Company, Shiawassee Telephone Company, Wolverine Telephone Company, Arcadia Telephone Company, Continental Telephone Company, Little Miami Communications Corporation, Oakwood Telephone Company, The Vanlue Telephone Company, Happy Valley Telephone Company, Hornitos Telephone Co., Winterhaven Telephone Company, Oklahoma Communication Systems, LLC, Mid-America Telephone, LLC, Badger Telecom, LLC, Black Earth Telephone Company, LLC, Bonduel Telephone Company LLC, Burlington, Brighton and Wheatland Telephone Company, LLC, Central State Telephone Company, LLC, Dickeyville Telephone, LLC, EastCoast Telecom of Wisconsin, LLC, Grantland Telecom, LLC, Mid-Plains Telephone, LLC, Midway Telephone Company, LLC, Mosinee Telephone Company, LLC, Mt. Vernon Telephone Company, LLC, Riverside Telecom, LLC, Scandinavia Telephone Company, LLC, Southeast Telephone Co. of Wisconsin, LLC, The State Long Distance Telephone Company, LLC, Stockbridge & Sherwood Telephone Company, LLC, Tenney Telephone Company, LLC, The Farmers Telephone Company LLC, UTELCO, LLC, and Waunakee Telephone Company, LLC **(collectively, TDS Telecommunications)** on behalf of itself, its parents, and their Affiliates, a Delaware Limited Liability Company (LLC)), ("CARRIER"), in its capacity as an Incumbent Local Exchange Carrier (jointly referred to as "the Parties" and individually as a "Party").

WHEREAS, the Parties are each Incumbent Local Exchange Carriers, and to the extent required, certificated by the respective state public utility commission in the states listed in Exhibit A; and

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 specifically set forth herein; and

WHEREAS, Each Party represents that it is 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; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall only apply to the State of Alabama, California, Florida, Georgia, Indiana, Kentucky, Michigan, Mississippi, Ohio, Oklahoma, South Carolina, Tennessee, and Wisconsin

WHEREAS, CARRIER legal entities and States which are identified in Exhibit A.

NOW, **THEREFORE**, the Parties hereby agree as follows:

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1.0 INTRODUCTION

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

2.0 DEFINITIONS

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

2.2 "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding AT&T to the CARRIER community and is (are) provided via posting to the AT&T 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 ALABAMA" means the AT&T-owned ILEC doing business in Alabama.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.34 "Business Day" means Monday through Friday, excluding holidays on which the applicable AT&T-owned ILEC(s) does not provision new retail services and products.

2.35 "CABS" means the CARRIER Access Billing System.

2.36 "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.

2.37 "CARRIER" means a telephone company certificated by the Commission to provide local Exchange Service within its own franchised area.

2.38 "Cash Deposit" means a cash security deposit in U.S. dollars held by AT&T.

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

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

2.40.1 "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.

2.40.2 "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.

2.41 "Change in Control" shall mean the (a) consolidation or merger of CARRIER with or into any unaffiliated entity, (b) sale, transfer or other disposition of all or substantially all of the assets of CARRIER 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 CARRIER which give such entity or group of entities Control over CARRIER.

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

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

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

2.44.1 the Alabama Public Service Commission (APSC);

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

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

2.44.4 the Florida Public Service Commission (FPSC);

2.44.5 the Georgia Public Service Commission (GPSC)

2.44.6 the Illinois Commerce Commission (IL-CC);

2.44.7 the Indiana Utilities Regulatory Commission (IN-URC)

2.44.8 the Kansas Corporation Commission (KS-CC);

2.44.9 the Kentucky Public Service Commission (KPSC);

2.44.10 the Louisiana Public Service Commission (LPSC);

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

2.44.12 the Mississippi Public Service Commission (MPSC);

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

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

2.44.15 the North Carolina Utilities Commission (NCUC);

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

2.44.17 the Oklahoma Corporation Commission (OK-CC);

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

2.44.19 the Tennessee Public Utility Commission (TPUC);

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

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

2.45 "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.

2.46 "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.

2.47 "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 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.

2.48 "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.

2.49 "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:

2.49.1 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;

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

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2.49.3 any Force Majeure Event.

2.50 "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 Products and/or 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.

2.51 "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.

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

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

2.54 "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-xxx (xxxx refers to the year of publication).

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

2.56 "FCC" means the Federal Communications Commission.

2.57 "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.

2.58 "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.

2.59 "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.

2.60 "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).

2.61 "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.

2.62 "Incumbent Local Exchange CARRIER" (ILEC) is as defined in the Act.

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

2.64 "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.

2.65 "Interconnection" is as defined in the Act.

2.66 "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.

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2.67 "Interconnection Service(s)" means any Interconnection functions, facilities, products, or services offered under this Agreement.

2.68 "Interexchange CARRIER" (IXC) means a CARRIER that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

2.69 "InterLATA" is as defined in the Act.

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

2.71 "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

2.72 "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.

2.73 "Late Payment Charge" means the charge that is applied when a CARRIER fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CARRIER 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 as of the Bill Due Date, or if the CARRIER does not submit the Remittance Information.

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

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

2.76 "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.

2.77 "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.

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

2.79 "Local Exchange CARRIER" (LEC) is as defined in the Act.

2.80 "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.

2.81 "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.

2.82 "Local Number Portability" means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

2.83 "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.

2.84 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

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

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2.86 "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 (1) LEC in two (2) or more states within a single LATA.

2.87 "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.

2.88 "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.

2.89 "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.

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

2.91 "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.

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

2.93 "Notice" is official correspondence between the Parties sent in accordance with Notice Sections 17.1-17.3 of this General Terms and Conditions.

2.94 "Numbering Plan Area" (NPA) also called area code, means the 3-digit code that occupies the A, B, C positions in the 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. The common examples are NPAs in the N00 format, e.g., 800.

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

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

2.97 "Operating Company Number" (OCN) means the numeric Company code assigned by National Exchange CARRIER Association ("NECA.

2.98 "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.

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

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

2.101 "Past Due" means when either Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from either Party after the Bill Due Date, or if payment for any portion of the charges

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is received in funds which are not immediately available to Billing Party as of the Bill Due Date (individually and collectively means Past Due).

2.102 "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.

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

2.103.1 Illinois, Indiana, Michigan, Ohio, and Wisconsin: "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.

2.103.2 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.

2.103.3 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.

2.103.4 Arkansas, Kansas, Missouri, Oklahoma, and Texas: "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.

2.103.5 Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee: "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.

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

2.105 "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.

2.106 "Routing Point" means the location which a CARRIER has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the CARRIER 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.

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

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

2.109 "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.

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

2.111 "Signal Transfer Point (STP)" performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

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

2.113 "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

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successors or similar Switched Exchange Access Services.

2.114 "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.

2.115 "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.

2.116 "Telecommunications" is as defined in the Act.

2.117 "Telecommunications CARRIER" is as defined in the Act.

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

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

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

2.121 "Third Party" means any Person other than a Party.

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

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

2.124 "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.

2.125 "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.

2.126 "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.

2.127 "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 AND CONSTRUCTION

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:

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

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

3.3 Referenced Documents:

3.3.1 Unless the context shall otherwise specifically require, and subject to the Intervening Law provision in this Agreement, whenever any provision of this Agreement refers to a technical reference, technical publication, ILEC Practice, AT&T Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively "Referenced Instrument"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect.

3.4 Tariff References:

3.4.1 References to 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 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, guidebook, price list, Accessible Letter, other agreement or other publicly posted notice applicable to which AT&T provides such services as a result of detariffing or deregulation.

3.5 References:

3.5.1 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.

3.6 Conflict in Provisions:

3.6.1 If any definitions, terms or conditions in any given Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only regarding the products, services or activities listed in that particular Attachment, Exhibit, Schedule or Addenda. In particular, if an Attachment contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Attachment will control the length of time that services or activities are to occur under that Attachment but will not affect the Term length of the remainder of this Agreement.

3.7 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 Products and/or Services as a total arrangement and it is intended to be non-severable.

3.8 Incorporation by Reference:

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3.8.1 This Agreement and every Interconnection or service provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or its appendices or attachments which are legitimately related to such Interconnection or service and all such rates, terms and conditions are incorporated by reference herein and as part of every Interconnection or service provided hereunder. The Parties agree that except for Section 17 Notices, each of the sections of this Agreement are legitimately related to and applicable to each Interconnection or service provided hereunder.

3.9 Non-Voluntary Provisions:

3.9.1 The Parties acknowledge that any 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.

3.10 State-Specific Rates, Terms and Conditions:

3.10.1 For ease of administration, this Agreement may contain certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s).

3.11 Scope of Obligations:

3.11.1 Notwithstanding anything to the contrary contained herein, the Parties obligations under this Agreement shall apply only when the other Party is operating and/or providing Telecommunications Services outside of the other Party's incumbent exchange areas. The Parties acknowledge and agree that the terms and conditions of this Agreement are not intended and should not be construed to apply when CARRIER is a CLEC operating in ILECs' incumbent exchange areas.

4.0 NOTICE OF CHANGES

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 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'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 CORPORATE NAME CHANGE

6.1 Name Change:

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

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7.0 EFFECTIVE DATE, TERM AND TERMINATION

7.1 Effective Date:

7.1.1 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.

7.2 Term:

7.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on March 9, 2024 (the "Initial Term").

7.3 Termination for Nonperformance or Breach:

7.3.1 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.

7.4 Termination of Agreement after initial term expiration:

7.4.1 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides written Notice of termination.

7.4.2 AT&T may reject a request for a new agreement if CARRIER has an outstanding balance under this Agreement. CARRIER may send a subsequent notice when the outstanding balance has been paid in full.

8.0 FRAUD AND PROHIBITED TRAFFIC

8.1 Fraud

8.1.1 The Parties shall work cooperatively to minimize fraud associated with third number billed calls, calling card calls, and any other services related to this Agreement. The Parties shall not be liable to one another for any fraud associated with the other Parties End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: Calling card, collect, and third number billed calls.

8.2 Prohibited Traffic

8.2.1 The services provided under this Agreement shall not be used for any Prohibited Traffic as defined below. Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:

8.2.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;

8.2.1.2 Traffic that unreasonably harms, frightens, or abuses; and

8.2.1.3 Traffic that unreasonably interferes with the use of the either Party's network.

8.2.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:

8.2.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;

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8.2.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;

8.2.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;

8.2.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;

8.2.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;

8.2.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;

8.2.2.7 Denial of Service attacks; and

8.2.2.8 Artificial traffic stimulation, revenue pumping, regulatory arbitrage.

8.2.3 If either Party reasonably believes that the other Party is transmitting any of the preceding types of traffic using any service provided under this Agreement, the affected Party may suspend the affected service or discontinue the affected service. In the event of such suspension or discontinuance, the Party that transmitted the relevant traffic must indemnify the other against any claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by the Party's gross negligence or willful misconduct.

8.2.4 Both Parties agrees that when it sends traffic to the other Party, if it receives a request for information about traffic which is reasonably believed to be prohibited traffic that was sent to the Party (Traceback Request) from a traceback administrator authorized by USTelecom's Traceback Group (or its successor) ("Authorized Traceback Group") or from other Party, the Party will promptly respond to the Traceback Request in good faith. Parties agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., CARRIER received the calls from CARRIER's end user) or (ii) an intermediate Provider (i.e., CARRIER received the calls from another voice provider). The response shall also identify the provider from which it accepted

9.0 BILLING AND PAYMENT OF CHARGES

9.1 Billing: Unless otherwise stated, each Party will render a monthly bill to the other for service(s) provided hereunder and as set forth in applicable Commission-ordered tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party. Billing for each service is detailed in the service attachment. Remittance in full will be due within thirty (30) business days of that billing date.

9.2 If any undisputed amount due on the billing statement is not received by the billing Party on the payment due date, the billing Party may charge interest on the past due balance at a rate equal to the lesser of (1) the interest rates set forth in the applicable State Commission-ordered access tariff or (2) one and one-half percent (1 ½ %) per month of the maximum allowable rate of interest under Applicable Law. Late payment charges shall be included on the next statement.

10.0 DISPUTE RESOLUTION

10.1 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.

10.2 Except as otherwise specifically provided for in this Agreement, no Claim may be brought for any dispute arising under this Agreement more than twenty-four (24) months from the date of the occurrence that gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

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10.3 Commencing Dispute Resolution:

10.3.1 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.

10.4 Informal Dispute Resolution:

10.4.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to this Agreement, 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.

10.5 Formal Dispute Resolution:

10.5.1 If the Parties are unable to resolve the dispute through the informal procedure described above in Section 10.4 then either Party may invoke the formal Dispute Resolution procedures described in this Section. 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 10.3 above.

10.5.2 Claims Subject to Mandatory Binding Arbitration:

10.5.2.1 The following Claims, if not settled through informal Dispute Resolution, will be subject to binding arbitration pursuant to this Section:

10.5.2.2 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution, the Parties will annualize the actual numbers of months billed.

10.5.3 Claims Subject to Elective Arbitration:

10.5.3.1 Claims will be subject to elective Arbitration pursuant to Section 10.6 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.

10.5.4 Claims Not Subject to Arbitration:

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

10.5.4.2 Actions seeking a temporary restraining order or injunction related to the purposes of this Agreement;

10.5.4.3 All Claims arising under federal or state statute(s), including but not limited to, any antitrust and/or deceptive trade practices claims; and

10.5.4.4 Actions to compel compliance with this Dispute Resolution process.

10.6 Arbitration:

10.6.1 Disputes subject to elective arbitration under the provisions of this Agreement will be submitted to a single

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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 the state in which the Interconnection, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles, 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 10.0 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.

11.0 AUDITS

11.1 Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct an audit of the other Party in order to verify the (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) the 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. Neither Party may request more than one such audit within any twelve (12) month period. This includes on-site audits at the other Party's or the Party's vendor locations. Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

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11.7 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 9.2 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.

12.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

12.1 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.

13.0 LIMITATION OF LIABILITY

13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in this Agreement, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount a Party has charged or would have charged to the other Party for the affected Interconnection, functions, facilities, products and service(s) that were not performed or were improperly performed.

13.2 Except for Losses alleged or made by an End User of either Party and except as otherwise provided in specific appendices, in the case of any Loss alleged or made by a Third Party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion (as mutually agreed to by the Parties) 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.

13.3 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, functions, facilities, products and 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, functions, facilities, products and 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.

13.4 Except to the extent (if at all) prohibited by law or public policy, neither Party shall be liable to the other Party for any indirect, incidental, consequential, reliance, special or punitive damages suffered by the other Party (including, without limitation, damages for harm to business, loss of anticipated revenues, savings, or profits, or other economic loss suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including without limitation 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 Federal Telecommunications 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 (collectively, "Consequential Damages"); provided that the foregoing shall not limit a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such Third Party. Except as provided in the prior sentences, each Party hereby releases and holds harmless the

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other Party (and such other Party's affiliates, and their respective officers, directors, employees, and agents) from any such Claim.

13.5 AT&T shall not be liable to CARRIER, its End User's 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.

13.6 This Section is not intended to exempt any Party from liability under this Agreement, but only to set forth the scope 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 and services hereunder and no different pricing reflecting different costs and different limits of liability was agreed to.

14.0 JOINT AND SEVERAL LIABILITY

14.1 In the event that CARRIER 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 CARRIER's company codes or identifiers, all such entities shall be jointly and severally liable for CARRIER's obligations under this Agreement.

15.0 INDEMNITY

15.1 Except as otherwise provided herein or in specific Attachments, each Party shall be responsible only for service(s) and facility(ies) 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 service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such Parties.

15.2 Except as otherwise provided herein or in specific Attachments, and to the extent not prohibited by 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") by such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of services or functions 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.

15.3 In the case of any Loss alleged or claimed by an End User of either Party, the Party whose End User alleged or claimed such Loss ("Indemnifying Party") shall defend and indemnify the other Party ("Indemnified Party") against any and all such Claims or Losses by its End Users regardless of whether the underlying service or product was provided by, or network element was provisioned by, the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or intentional misconduct of the Indemnified Party.

15.4 Each Party shall be released, indemnified, defended and held harmless by the other Party ("Indemnifying Party") against any Loss arising from the Indemnifying Party's use of services or elements provided under this Agreement involving:

15.4.1 Any Claim or Loss arising from such Indemnifying Party's use of products and 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.

15.4.1.1 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 products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any products or services provided pursuant to this Agreement.

15.4.1.2 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 products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the

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Indemnified Party shall not apply:

15.4.1.2.1 where an Indemnified Party or its End User modifies products or services; provided under this Agreement; and

15.4.1.2.2 no infringement would have occurred without such modification.

15.4.1.3 This Section includes, but is not limited to, suits arising from any act or omission of an End User in the course of using services or functions provided pursuant to this Agreement.

15.5 Indemnification Procedures:

15.5.1 Whenever a Claim shall arise for indemnification under this Section, 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.

15.5.2 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.

15.5.3 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.

15.5.4 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.

15.5.5 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.

15.5.6 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.

15.5.7 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.

15.5.8 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.

15.6 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.

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16.0 INTELLECTUAL PROPERTY/LICENSE

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

16.2 Except as 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.

17.0 NOTICES

17.1 Notices given by CARRIER to AT&T 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:

17.1.1 delivered by electronic mail (email).

17.1.2 delivered by facsimile.

17.2 Notices given by AT&T to the CARRIER 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:

17.2.1 delivered by electronic mail (email) provided CARRIER has provided such information in Section 17.4 below.

17.2.2 delivered by facsimile provided CARRIER has provided such information in Section 17.4 below.

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

17.3.1 the date of actual receipt;

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

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

17.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Joel Dohmeier Director of Government and Regulatory Affairs
STREET ADDRESS	525 Junction Road, Suite 7000
CITY, STATE, ZIP CODE	Madison, WI 53717
FACSIMILE NUMBER	N/A
PHONE NUMBER*	(608) 664-4432
EMAIL ADDRESS	joel.dohmeier@tdstelecom.com

NOTICE CONTACT	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

17.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for

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the receipt of Notices by giving written Notice to the other Party in compliance with this Section 17. 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.

17.6 AT&T communicates official information to CARRIERs via its Accessible Letter, or other applicable, notification processes.

18.0 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

18.1 The Parties agree not to use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all 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. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

18.2 Nothing 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.

18.3 Telcordia® and Common Language® are registered trademarks and iconectiv, CLCI, CLEI, CLFI, CLLI, USOC, FID, NC, NCI and NC/NCI, are trademarks of Telcordia Technologies, Inc. The Common Language codes identified herein are the proprietary information of Telcordia Technologies, Inc. dba as iconectiv ("iconectiv") and are licensed to AT&T Inc. The Common Language codes are provided herein solely for the purpose of this Agreement and may not be reproduced, stored, or used for any other purpose without the express, written consent of iconectiv

19.0 CONFIDENTIALITY

19.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data; (i) furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") dealing with customer-specific, facility-specific, or usage-specific information, other than customer information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or as otherwise mutually agreed upon; or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary" or (iii) communicated orally and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) days after declaration to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall be considered confidential and proprietary and remain the property of the Disclosing Party.

19.2 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, or otherwise. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement.

19.3 Each Party shall keep all the other Party's Proprietary Information confidential in the same manner in which it keeps its own Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement and shall disclose such Proprietary Information only to those employees, contractors, agents or Affiliates who have a need to know. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

19.4 Unless otherwise agreed, the obligations of confidentiality and nonuse set forth in the Agreement do not apply to such Proprietary Information that:

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19.4.1 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;

19.4.2 is, or becomes publicly known through no wrongful act of the Receiving Party;

19.4.3 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;

19.4.4 is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information;

19.4.5 is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights;

19.4.6 is approved for release by written authorization of the Disclosing Party; and

19.4.7 is required to be made public by the Receiving Party pursuant to Applicable Law or regulation provided that the Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 19 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

19.5 The obligation of confidentiality and use with respect to confidential information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the confidential information.

19.6 Notwithstanding any of the foregoing, AT&T shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon informal or formal request and AT&T need not provide prior written notice of such disclosure to CARRIER if AT&T has obtained an appropriate order for protective relief or other assurance that confidential treatment shall be accorded to such confidential and/or Proprietary Information.

19.7 The Parties agree that an impending or existing violation of any provision of this Section would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

20.0 INTERVENING LAW

20.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which become effective after the execution of this Agreement, and which therefore the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations ("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 17.0 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

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on the effective date of the amendment incorporating the change.

21.0 GOVERNING LAW

21.1 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, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The proper venue shall be in the state whose laws apply to the dispute.

22.0 FILING OF AGREEMENT

22.1 Unless otherwise agreed, if the designated Party fails to file this Agreement with the appropriate State Commission within sixty (60) days of both Parties signatures, then this signed Agreement is null and no longer valid. In such event, the designated Party may not file this signed Agreement for approval unless it obtains the express written permission of the other Party. If the other Party objects to the filing of this signed Agreement following the expiration of the sixty (60) days referenced above, then either Party may initiate negotiations for a successor agreement under Section 251/252 of the Act. If negotiations are commenced by either Party, then the Parties will determine what rates, terms and conditions, if any, will apply until such time as a successor agreement is reached.

23.0 COMPLIANCE WITH LAW

23.1 Each Party shall comply with all federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

24.0 LAW ENFORCEMENT

24.1 AT&T and CARRIER shall handle law enforcement requests as follows:

24.1.1 Intercept Devices:

24.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

24.1.2 Subpoenas:

24.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the End User's service provider, in which case the Party will respond to any valid request.

24.1.3 Emergencies:

24.1.3.1 If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party by the receiving Party's switch, that Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or damages 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.

24.2 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.

25.0 RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

25.1 Each Party is an independent contractor and has and hereby retains the right to exercise full control of and supervision

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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 Act and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

25.2 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.

26.0 NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

26.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any Third Party beneficiary rights hereunder. 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.

27.0 SUBCONTRACTORS

27.1 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.

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

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

27.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, network elements, functions, facilities, products and 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.

27.5 Any subcontractor that gains access to 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.

28.0 FORCE MAJEURE

28.1 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 without limitation acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, pandemics, 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

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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.

29.0 TAXES

29.1 Each Party purchasing products or services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on or with respect to the products or services provided by or to such Party, except for any Tax on either Party's corporate existence, status, or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.

29.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. 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 taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

29.3 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.

29.4 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

29.5 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.

29.6 All Notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 28.0 shall be sent in accordance with Section 17.0 above hereof.

29.7 With respect to any Tax or Tax controversy covered by this Section, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

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29.8 AT&T Texas only: Municipal fees CARRIER 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, CARRIER 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. CARRIER agrees that its failure to comply with all Chapter 283 requirements, including any failure to provide AT&T with a valid Adequate Proof Agreement acknowledging CARRIER's obligation to pay municipal fees within thirty (30) days of AT&T's request, shall be considered a material breach of this Agreement and shall entitle AT&T to any and all remedies provided elsewhere in this Agreement for such a breach.

30.0 NON-WAIVER

30.1 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.

31.0 EXPENSES

31.1 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.

31.2 AT&T and CARRIER 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.

31.2.1 Prior to the filing of this Agreement and each and every Amendment filed in connection with this Agreement in the State of Nevada, CARRIER 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 CARRIER's check, the Agreement will be processed for filing with the Commission.

32.0 CONFLICT OF INTEREST

32.1 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.

33.0 SURVIVAL

33.1 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 including but not limited to Indemnification, Limitation of Liability and Confidentiality.

34.0 SCOPE OF AGREEMENT

34.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. 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.

35.0 AMENDMENTS AND MODIFICATIONS

35.1 Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear in

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the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications of any type.

35.2 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.

35.3 Signatures by all Parties to this Agreement are required to effectuate this Agreement.

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

36.0 AUTHORITY

36.1 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.

36.2 CARRIER represents and warrants that it is an ILEC duly organized, validly existing and in good standing under the laws of the State of listed in Exhibit A and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CARRIER represents and warrants that it has been or will be certified as a CARRIER 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.

36.3 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.

37.0 EXECUTION OF AGREEMENT

37.1 Signatures by all Parties to this Agreement are required to effectuate this Agreement.

37.2 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.

38.0 ENTIRE AGREEMENT

38.1 The rates, terms, and conditions contained in this Agreement and any Appendices, 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 pre-dating the execution of this Agreement and shall not be contradicted, explained or supplemented by any course of dealing between the Parties. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall constitute a novation of any agreement or contract regarding the services that are included in this agreement between the Parties that predates the execution and/or Effective Date of this Agreement.

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ATTACHMENT 01 – TRAFFIC TERMINATION

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TRAFFIC TERMINATION ATTACHMENT

1.0 INTRODUCTION

This Attachment sets forth terms and conditions for Network Architecture, Network Connection, Traffic Termination, and Intercarrier Compensation for AT&T-21STATE and CARRIER.

The Parties agree that the interconnections in place prior to the effective date of this Attachment may continue to be used for the transport and delivery of the traffic subject to this Attachment.

The Parties agree to continue to utilize the existing network to continue the transport and delivery of the traffic subject to this Agreement.

2.0 DEFINITIONS

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

2.2 "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.

2.3 "Calling Party Number" (CPN) means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

2.4 "EAS" is a generic term applied to locally dialed calls originated by one Party's End Users and terminated to the other Party's End Users. These can be classified as either local mandatory EAS, optional one-way EAS, or optional two-way EAS. EAS generically applies to all expanded calling plan names referenced in the ILEC's applicable Local, General, or EAS Tariffs, such as EMS, EACS, ECC and Local Plus.

2.5 "Foreign Exchange (FX)" services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX services can be either interLATA or intraLATA. IntraLATA FX, when provided by two or more local exchange carriers is considered a jointly provided service by those providing it utilizing a mutually agreed to meet-point billing or meet-point billing like procedure. There are two types of FX services:

2.5.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the subscribing end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign" exchange, thereby creating a local presence in that "foreign" exchange.

2.5.2 "Foreign Exchange -NXX (FX-NXX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. FX-NXX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. FX-NXX Service differs from Dedicated FX Service, however, in that FX-NXX end users continue to draw dial tone or are otherwise served from a Central (or End) Office physically located within their mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

2.6 "Local Calls" are calls where the originating End User of one Party and the terminating End User of the other Party are both physically located within the same common local mandatory calling area.

2.7 "Local Mandatory EAS Calls" for purposes of intercarrier compensation, is local traffic where all calls are within the

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same common mandatory calling area, i.e., within the same or different AT&T-21STATE Exchange(s) that participate in the same common mandatory calling area approved by the applicable State Commission. Local Calls must actually originate and actually terminate to parties physically located within the common mandatory calling area.

2.8 "Mandatory Calling Area" means an arrangement that requires End Users to subscribe to a local calling area beyond their basic exchange.

2.9 "Minutes of Use" (MOU) means the conversation minutes between the originating and terminating End Users.

2.10 "Mutual Compensation" is the compensation agreed upon by the Parties for those "Local Calls" that originate on one network and terminate on the other network.

2.11 "Private Line Services" include private line-like and special access services and are not subject to reciprocal compensation. Private Line Services are defined as dedicated telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio, or video transmission. Private Line services include, but are not limited to, WATS access lines, frame relay, ATM, and DSL.

2.12 "Telcordia Technologies" - Formally known as Bellcore, a wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

2.13 "Undefined Terms". The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their usage in the telecommunications industry as of the effective date of this Agreement, or absent such usage, the common meaning.

2.14 "Wireless Service Provider" (WSP) means a radio common carrier provider of domestic public wireless or wireless telecommunication service, as defined in Part 2, Subpart H or Part 24, of the FCC Rules and Regulations.

3.0 NETWORK ARCHITECTURE

3.1 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.

3.2 All traffic will be exchanged between the Parties in Time Division Multiplexing (TDM) format unless otherwise mutually agreed upon by the Parties.

3.3 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 24-hour contact number for network traffic management issues to the other's surveillance management center.

3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 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.

3.5 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. Such alternative routing shall be used only when mutually agreed to by the Parties.

3.6 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.

3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.

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3.8 AT&T-21STATE's network is partly comprised of End Office Switches, Local Only Tandem Switches (AT&T-10STATE), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches and Access Tandem Switches. AT&T-21STATE's network architecture in any given local Exchange Area and/or LATA can vary markedly from another local Exchange Area/LATA. The Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CARRIER's switch(es) and AT&T-21STATE's End Office Switch(es) and/or Tandem Switch(es) to be interconnected, the facilities that will connect the two (2) networks and which Party will provide (be financially responsible for) the Interconnection facilities.

3.9 Either Party may install a soft switch in its territory to deliver services to its requesting customers.

3.10 If the existing digital switch and the new soft switch will be operational at the same time, the new soft switch common language locator identification ("CLLI") code will have the same first eight characters as the existing digital switch.

3.11 The soft switch will have individually assigned Location Routing Number (LRN) code and will be contained in LERG.

3.12 If the existing digital switch and the new soft switch will be operational at the same time, the Parties agree that no new V&H coordinates for the soft switch will be established, and the V&H coordinates of the soft switch Host and Remote pseudo CLLI codes will be the same as those of the existing Parties digital switch. The actual V&H coordinates for the gateway may or may not be the same coordinates as the host pseudo CLLI code. Both Parties agree that such V&H assignment method will not require any new or modification to existing billing percentages (BPs) used for compensation as described in this Agreement, unless otherwise agreed to in writing by both Parties.

3.13 When the soft switch is in another LATA, Party will assign pseudo CLLI codes by using the existing first 8 characters of the exchange for the established meet point in the LATA. The soft switch gateway may or may not be in the same LATA as the pseudo host and/or remote CLLI being established.

3.14 A pseudo CLLI will have the same V&H coordinates as the existing digital switch.

3.15 The Parties agree that they will not create a pseudo host/remote arrangement whereby neither the host nor remote is in the LATA in which the Party directly or indirectly interconnects with the other Party.

4.0 NETWORK CONNECTIONS

4.1 In each exchange area in which either Party wishes to exchange traffic with the other Party's End Users, each Party, at a minimum, will:

4.1.1 Route such traffic via direct network facilities to either a) each other's access and local tandem(s) or End Offices (upon mutual agreement of the parties), meeting the other Party's facilities at the existing Exchange Area Boundary (EAB) (see Section 4.2.2 for exclusions); or b) another mutually agreed upon point.

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4.1.1.1 For FX-NXX service, the interconnection facilities and trunks between the Parties' networks shall only be used for traffic exchanged between the Parties'. No Third Party traffic shall be routed over these facilities.

4.2 Except as otherwise provided in this Agreement, the Parties understand and agree that either Party, upon ten (10) days notice to the other Party where regulatory environment permits, may block any traffic that is improperly routed over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.

4.3 AT&T-21STATE shall not compensate any Third Party Incumbent Carrier and/or Telecommunications Carrier for Local, EAS, Toll, IXC or any other traffic that is inappropriately routed to AT&T-21STATE (as reflected in the LERG). Any compensation due AT&T-21STATE for such misrouted traffic shall be paid by ILEC, unless otherwise agreed to in writing by both Parties. The appropriateness of such routing and the correct AT&T-21STATE serving tandems are reflected by AT&T-21STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-21STATE tandem.

4.4 Within thirty (30) days from the Effective Date of this Agreement, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to services described in this Agreement, if necessary. Either Party may delay processing the other Party's service orders should the Parties not perform obligations as specified in this Section. Such responsibilities shall include but are not limited to the following:

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4.4.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.

4.4.2 The Parties will furnish to each other, information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.

4.4.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities.

4.4.4 The Parties shall notify each other promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

4.5 The Parties agree that if either Party establishes additional tandems in an exchange, the other Party may also connect to the additional tandems and must re-home traffic upon industry notification if either Party establishes a tandem to relieve the first tandem of call congestion.

4.6 Except as otherwise provided in this Agreement, neither Party shall deliver traffic destined to terminate at the other Party's End Office via another CARRIER's End Office. In addition, except as otherwise provided in this Agreement, neither Party shall deliver traffic destined to terminate at an End Office subtending the other Party's access tandem via another CARRIER's tandem, unless mutually agreed upon in writing by both Parties.

4.7 Connection of a trunk group to a Party's tandem will provide the connecting Party access to the other Party's End Offices, IXCs, CARRIERs and WSPs as served by the respective serving tandem(s) for the aforementioned call-types.

5.0 IDENTIFICATION AND CLASSIFICATION OF TRAFFIC

5.1 Telecommunications traffic exchanged between the Parties will be classified as either Local Mandatory EAS, Optional One-Way or Two-Way EAS, FX, FGA, FX-NXX, IntraLATA Toll, or InterLATA Toll Traffic.

5.2 Locally dialed calls are Local Calls or toll-free calls that appear to the public to be local. These normally are seven or ten digit-dialed calls without a 1+ prefix. Local Calls are always locally dialed, but not all locally dialed calls are considered Local Calls for compensation purposes. For purposes of this Agreement, the dialing arrangement does not itself dictate the compensation mechanism or classification of traffic.

5.3 For purposes of computing compensation only, and not for purposes of routing traffic on the network, traffic will be segregated within the recording and billing systems on a jurisdictional basis as either Toll or EAS in nature.

5.4 Nothing in this Agreement shall allow either Party to aggregate traffic for the purpose of avoiding compensation under the arrangements described in this Section(s). The Parties agree that all traffic discussed in this Section(s) including, but not limited to, Local Mandatory Traffic, Optional One-Way EAS Traffic, Optional Two-Way EAS Traffic, as well as any other optional EAS arrangements, is solely for the use of each Party's End User. End User resale, subscriber aggregation with non-subscribers, traffic aggregation with non-subscribers, or incorporation of prohibited service combinations that change the intended purpose of the service are specifically prohibited, and the Parties agree to enforce the prohibition. An example of such prohibition is the extended use of call forwarding within an optional calling service area, which would allow an avoidance of toll charges by any Person(s) other than the original End User subscriber.

5.5 Each Party will include, in the information transmitted to the other for each call being terminated on the other's network the originating Calling Party Number (CPN).

5.6 Calls involving telephone numbers assigned to one exchange Rate Center, as referenced in the LERG, but where the End User is located in another exchange Rate Center, shall be considered as either FX or FGA. Further, these FX or FGA calls that originate and terminate outside the common Local Mandatory EAS calling area are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.

5.7 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscription bandwidth between two or more points.

5.8 Reciprocal Compensation applies to Local Calls that are terminated at either Party's terminating circuit switch. Traffic that is delivered via dedicated circuits, private line services or Digital Subscriber Line (DSL) service to a CARRIER and

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not terminated at a circuit switch is not subject to intercarrier compensation.

5.9 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines. Both Parties shall obtain separate NXX codes for each and every Rate Center in which they choose to operate. This will enable each Party to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

6.0 LOCAL MANDATORY AND OPTIONAL EAS TRAFFIC

6.1 EAS traffic must actually originate and actually terminate to End User physically located within Commission approved EAS calling areas and must be mutually recognized and identified as such by both Parties in the arrangement. The compensation rate for all EAS traffic shall be bill and keep.

6.2 Optional Two-Way EAS Traffic

6.2.1 The Parties acknowledge and agree that this Agreement does not require either party to participate in future Optional Two-Way calling plans.

6.3 Optional One-Way EAS Traffic

6.3.1 The Parties agree that Optional One-Way EAS plans exist when participating companies allow the purchasing End User to pay a premium to place outbound originating calls on a toll-free basis within a specific geographic area that is greater than that End User's normal local calling scope. The Parties agree that Optional One-Way EAS arrangements are based upon a business decision by the Party offering Optional One-Way EAS.

6.3.2 The Parties mutually concur that this Agreement does not require the other party to participate in any future One-Way EAS plans.

6.4 Mandatory One-Way EAS Traffic

6.4.1 The Parties agree that Mandatory One-Way EAS plans exist when participating companies allow the purchasing End User to pay a premium to place outbound calls on a toll-free basis within a specific geographic area that is greater than that End User's normal local calling scope. The Parties also agree that such Mandatory One-Way EAS plans are made available to their End Users under the auspices of Commission-ordered Local, General Exchange or hybrid tariffs.

6.4.2 The Parties mutually concur that this Agreement does not require the other party to participate in any future One-Way EAS plans.

7.0 SWITCHED ACCESS TRAFFIC

7.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one 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 (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. 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; 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:

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(i) IntraLATA toll Traffic or Optional EAS Traffic from an ILEC end user that obtains local dial tone from ILEC where ILEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another ILEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

7.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 7.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 7.1 (iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

8.0 INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

8.1 Traffic which originates from one of the Party's End Users and terminates to the other Party's End User within the same LATA, is not associated with Wireless Service Providers and is not specifically identified as any other traffic classification will be considered Intrastate IntraLATA for purposes of this Agreement and is subject to the Intrastate IntraLATA rate compensation as discussed in Section 8.2 below.

8.2 For intrastate IntraLATA Toll Traffic between the Parties' respective End Users, compensation for termination of such traffic to End Users on the Parties' networks will be at each Party's terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service or 800 like toll-free incoming service, as set forth in the applicable State's Intrastate Switched Access Tariff. The Parties agree that they will conform to existing applicable state industry practices related to intrastate intraLATA traffic as contained in the appropriate state-applicable Intrastate IntraLATA Compensation Plan which contains procedures for the recording, record exchange and billing of intrastate intraLATA traffic. The Parties further agree these procedures will be utilized for purposes of inter-company settlements under this Section and that each Party will create and exchange the appropriate detail and/or summary records (e.g., category "92 type") where technically available.

9.0 MEET POINT BILLING (MPB) SPECIAL AND SWITCHED ACCESS TRAFFIC COMPENSATION

9.1 Intercarrier compensation for Switched Access Traffic and Special Access services shall be on an MPB basis as described below.

9.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

9.3 Billing to IXCs for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the Multiple Bill/Single Tariff method, unless otherwise agreed to in writing by both 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 to the IXC. The Residual Interconnection Charge (RIC), if any, will be billed by the Party providing the End Office function. MPB arrangements in place prior to

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the effective date will remain in place subject to further review and mutual agreement of any changes.

9.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

9.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill Third Parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

9.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible Party is an IXC.

9.6.1 For AT&T-12STATE, the Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

9.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company is (1) the end office company for originating traffic; (2) the end office company for terminating direct routed traffic; (3) the tandem company for terminating traffic and (4) the SSP company for originating 800 traffic.

9.8 Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

9.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

10.0 RECORDING

10.1 Responsibilities of the Parties:

10.1.1 AT&T-21STATE will record all IXC transported messages for carried over all Feature Group Switched Access Services that are available to AT&T-21STATE provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-21STATE-provided equipment or operators) will not be recorded. The Recording equipment will be provided at locations selected by AT&T-21STATE.

10.1.2 AT&T-21STATE will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by AT&T-21STATE.

10.1.3 AT&T-21STATE will provide AURs that are generated by AT&T-21STATE.

10.1.4 Assembly and Editing will be performed on all IXC transported messages recorded by AT&T-21STATE.

10.1.5 Standard EMI Record formats for the provision of Billable Message detail and AUR detail will be established by AT&T-21STATE and provided to CARRIER.

10.1.6 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.

10.1.7 AT&T-21STATE will provide message detail to CARRIER in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the CARRIER to receive End User billable Records, the CARRIER may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.

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10.1.8 CARRIER will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T-21STATE reserves the right to limit the frequency of transmission to existing AT&T-21STATE processing and work schedules, holidays, etc.

10.1.9 AT&T-21STATE will determine the number of data files required to provide the AUR detail to CARRIER.

10.1.10 Recorded Billable Message detail and/or AUR detail previously provided CARRIER and lost or destroyed through no fault of AT&T-21STATE will not be recovered and made available to CARRIER except on an individual case basis at a cost determined by AT&T-21STATE.

10.1.11 When AT&T-21STATE receives rated Billable Messages from an IXC or another CARRIER that are to be billed by CARRIER, AT&T-21STATE may forward those messages to CARRIER.

10.1.12 AT&T-21STATE will record the applicable detail necessary to generate AURs and forward them to CARRIER for its use in billing access to the IXC.

10.1.13 When CARRIER is the Recording Company, the CARRIER agrees to provide its recorded Billable Messages detail and AUR detail data to AT&T-21STATE under the same terms and conditions of this Section.

10.2 Basis of Compensation:

10.2.1 AT&T-21STATE as the Recording Company, agrees to provide recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs ordered/required by the CARRIER in accordance with this Section on a reciprocal, no-charge basis. CARRIER, as the Recording Company, agrees to provide any and all AURs required by AT&T-21STATE on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.

10.3 Limitation of Liability:

10.3.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of the Agreement.

10.3.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

10.3.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

10.3.4 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

10.3.5 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

11.0 ALTERNATELY BILLED TRAFFIC

The Parties acknowledge that calls will be placed using the local service of one Party that will be billable to the customer for local service of another Party. In order to ensure that these calls are properly accounted for and billed to the appropriate customer, the Parties will utilize established procedures to accomplish these objectives.

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Exhibit A

AT&T ILEC ("AT&T")	ILEC Legal Name (as of Execution Date)	ILEC Name (at State commission)	ILEC OCN
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Butler Telephone Company, Inc.	Butler Telephone Company	0284
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Oakman Telephone Co., Inc.	Oakman Telephone Company	0384
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Peoples Telephone Company, Inc.	Peoples Telephone Company	0314
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Quincy Telephone Company	Quincy Telephone Company d/b/a TDS Telecom	4454
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Blue Ridge Telephone Company	Blue Ridge Telephone Company	0346
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Camden Telephone and Telegraph Company, Inc	Camden Telephone and Telegraph Co., Inc	0351
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Nelson-Ball Ground Telephone Company	Nelson-Ball Ground Telephone Company	0375
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Quincy Telephone Company	Quincy Telephone Company	4455
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Leslie County Telephone Company	Leslie County Telephone Company, Inc	0411
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Lewisport Telephone Company	Lewisport Telephone Company, Inc.,	0412
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Salem Telephone Company	Salem Telephone Company	0417

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AT&T ILEC ("AT&T")	ILEC Legal Name (as of Execution Date)	ILEC Name (at State commission)	ILEC OCN
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Calhoun City Telephone Company, Inc.	Calhoun City Telephone Co. Inc.	0448
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Myrtle Telephone Company, Inc.	Myrtle Telephone Company, Inc.	0449
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Southeast Mississippi Telephone Company, Inc.	Southeast Mississippi Telephone Co. Inc.	3301
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	McClellanville Telephone Company, Inc.	McClellanville Telephone Company DBA: TDS Telecom, Inc.	0533
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Norway Telephone Company, Inc.	Norway Telephone Company DBA: TDS Telecom	0535
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	St. Stephen Telephone Company	St. Stephens Telephone Company	0544
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Williston Telephone Company	Williston Telephone Company	0551
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Concord Telephone Exchange, Inc.	Concord Telephone Exchange Company, Inc.	0559
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Humphreys County Telephone Company	Humphreys County Telephone Company	0566
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Tellico Telephone Company, Incorporated	Tellico Telephone Company	0578
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Tennessee Telephone Company	Tennessee Telephone Company	0575

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AT&T ILEC ("AT&T")	ILEC Legal Name (as of Execution Date)	ILEC Name (at State commission)	ILEC OCN
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Camden Telephone Company Inc.	Camden Telephone Company, Inc.	0744
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Communications Corporation of Indiana	Communications Corporation of Indiana	0776
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Communications Corporation of Southern Indiana	Communications Corporation of Southern Indiana	0809
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	The Home Telephone Company of Pittsboro, Inc	Home Telephone Company of Pittsboro, Inc	0777
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Home Telephone Company Inc	Home Telephone Company, Inc.	0778
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	S & W Telephone Company, Inc.	S & W Telephone Company, Inc.	0816
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	The Merchants & Farmers Telephone Company	The Merchants & Farmers Telephone Company	0788
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Tipton Telephone Company Inc	Tipton Telephone Company, Inc.	0829
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Tri-County Telephone Company Inc	Tri-County Telephone Company, Inc.	0830
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	West Point Telephone Company, Incorporated	West Point Telephone Company, Inc.	0837
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Chatham Telephone Company	TDS Telecom/Chatham Telephone Company	0685
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Communication Corporation of Michigan	TDS Telecom/Communications Corp. of MI	0672

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AT&T ILEC ("AT&T")	ILEC Legal Name (as of Execution Date)	ILEC Name (at State commission)	ILEC OCN
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Island Telephone Company	TDS Telecom/Island Telephone Company (MI)	0677
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Shiawassee Telephone Company	TDS Telecom/Shiawassee Telephone Co.	0726
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Wolverine Telephone Company	TDS Telecom/Wolverine Telephone Company	0738
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Arcadia Telephone Company	Arcadia Telephone Company DBA: TDS Telecom	0585
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Continental Telephone Company	Continental Telephone Company DBA: TDS Telecom, Inc.,	0607
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Little Miami Communications Corporation	Little Miami Communications Corporation DBA: TDS Telecom, Inc.	0613
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Oakwood Telephone Company	Oakwood Telephone Company DBA: TDS Telecom, Inc.	0645
The Ohio Bell Telephone Company d/b/a AT&T OHIO	The Vanlue Telephone Company	Vanlue Telephone Company DBA: TDS Telecom	0662
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Happy Valley Telephone Company	Happy Valley Telephone Company d/b/a TDS TELECOM	2321
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Hornitos Telephone Co.	Hornitos Telephone Company d/b/a TDS TELECOM	2322

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AT&T ILEC ("AT&T")	ILEC Legal Name (as of Execution Date)	ILEC Name (at State commission)	ILEC OCN
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Winterhaven Telephone Company	Winterhaven Telephone Company d/b/a TDS TELECOM	2323
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Oklahoma Communication Systems, LLC	Oklahoma Communication Systems, LLC d/b/a TDS Telecom/Oklahoma Communication Systems	1984
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Mid-America Telephone, LLC	Mid-America Telephone Company, LLC d/b/a TDS Telecom/Mid America Telephone	2010
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Badger Telecom, LLC	Badger Telecom, LLC d/b/a TDS TELECOM-Neilsville d/b/a TDS Telecommunications	0844
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Black Earth Telephone Company, LLC	Black Earth Telephone Company, LLC d/b/a TDS TELECOM-Black Earth d/b/a TDS Telecommunications	0849
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Bonduel Telephone Company LLC	Bonduel Telephone Company LLC d/b/a TDS TELECOM-Bonduel d/b/a TDS Telecommunications	0851
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Burlington, Brighton and Wheatland Telephone Company, LLC	Burlington Brighton and Wheatland Telephone Co LLC d/b/a TDS TELECOM-New Munster d/b/a TDS Telecommunications	0856
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Central State Telephone Company, LLC	Central State Telephone Company LLC d/b/a TDS TELECOM-Vesper d/b/a TDS Telecommunications	0859
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Dickeyville Telephone, LLC	Dickeyville Telephone LLC d/b/a TDS Telecommunications	0875

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AT&T ILEC ("AT&T")	ILEC Legal Name (as of Execution Date)	ILEC Name (at State commission)	ILEC OCN
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	EastCoast Telecom of Wisconsin, LLC	EastCoast Telecom of Wisconsin d/b/a TDS TELECOM-Cleveland & Vaders d/b/a TDS Telecommunications	0914
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Grantland Telecom, LLC	Grantland Telecom Inc d/b/a TDS TELECOM-Fennimore d/b/a TDS Telecommunications	0930
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Mid-Plains Telephone, LLC	Mid-Plains Telephone LLC d/b/a TDS Telecommunications	0881
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Midway Telephone Company, LLC	Midway Telephone Company LLC d/b/a TDS TELECOM-Medford d/b/a TDS Telecommunications	0909
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Mosinee Telephone Company, LLC	Mosinee Telephone Company LLC d/b/a TDS Telecommunications	0915
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Mt. Vernon Telephone Company, LLC	Mt Vernon Telephone Company LLC d/b/a TDS TELECOM-Verona d/b/a TDS Telecommunications	0917
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Riverside Telecom, LLC	Riverside Telecom LLC d/b/a TDS TELECOM-Johnson Creek d/b/a TDS Telecommunications	0943
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Scandinavia Telephone Company, LLC	Scandinavia Telephone Company LLC d/b/a TDS TELECOM-Iola d/b/a TDS Telecommunications	0945
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Southeast Telephone Co. of Wisconsin, LLC	Southeast Telephone Company of Wisconsin LLC d/b/a TDS TELECOM-Waterford d/b/a TDS Telecommunications	0952

AT&T ILEC ("AT&T")	ILEC Legal Name (as of Execution Date)	ILEC Name (at State commission)	ILEC OCN
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	The State Long Distance Telephone Company, LLC	State Long Distance Telephone Co	0955
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Stockbridge & Sherwood Telephone Company, LLC	Stockbridge & Sherwood Telephone Company LLC d/b/a TDS TELECOM-Sherwood d/b/aTDS Telecommunications	0954
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	TDS Telecommunications LLC	Tds Telecom Inc	G048
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Tenney Telephone Company, LLC	Tenney Telephone Company LLC d/b/a TDS TELECOM-Alma d/b/a TDS Telecommunications	0958
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	The Farmers Telephone Company LLC	The Farmers Telephone Company LLC d/b/a THE FARMERS TELEPHONE COMPANY LLC d/b/a TDS Telecommunications	0880
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	UTELCO, LLC	UTELCO LLC d/b/a TDS TELECOM-Monroe d/b/a TDS Telecommunications	0963
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Waunakee Telephone Company, LLC	WAUNAKEE Telephone Company LLC d/b/a TDS TELECOM-Waunakee d/b/a TDS Telecommunications	0968

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Traffic Termination
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
TRAFFIC	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-11-161, per MOU				$0.00			MOU