

**DOCKET 120201-TX**  
**LTS OF ROCKY MOUNT, LLC'S REQUEST**  
**FOR CONFIDENTIAL CLASSIFICATION**

**CONFIDENTIAL - REDACTED**

**EXHIBIT C**

**REDACTED**

**COM** \_\_\_\_\_  
**AFD** \_\_\_\_\_  
**APA** \_\_\_\_\_  
**ECO** \_\_\_\_\_  
**BNG** \_\_\_\_\_  
**GCL** \_\_\_\_\_  
**IDM** \_\_\_\_\_  
**IRB** \_\_\_\_\_  
**CLK** \_\_\_\_\_

DOCUMENT NUMBER-DATE

07158 OCT 22 20

FPSC-COMMISSION CLERK

## **General Data Requests for Docket No. 120201-TX**

1. If a CLEC certificate is granted, would LTS of Rocky Mount, LLC (LTS) serve both residential and commercial customers in Florida?

***LTS will serve both residential and commercial customers throughout the state of Florida.***

2. Does LTS have any outstanding complaints at any state commissions or at the Federal Communications Commission (FCC)? Please provide detailed documentation of any complaint filed with a state commission or at the FCC in the past three years.

***LTS has no outstanding complaints at any state commission or the FCC. LTS has not filed any complaints with any state commission or at the FCC since Mr. Kloss and Mr. Armstrong purchased LTS in July 2011 and the best of our knowledge, LTS has not filed any complaints with any state commission or at the FCC in the past three years.***

3. Will LTS maintain separate books/general ledgers for each state that it operates in? Where will the books/general ledgers for Florida customers be maintained?

***LTS will maintain separate books/general ledgers for each state it operates in and these books/general ledgers will be maintained at the company's administrative office located at 1803 W. Fairfield Drive, Unit 1, Pensacola, FL, 32501.***

4. Please provide the address (URL) to the LTS website, if there is one.

***LTS does not currently have a website.***

5. Please identify any civil litigation in which a LTS owner, officer, or manager has been deposed or has been a plaintiff, a defendant, or a witness.

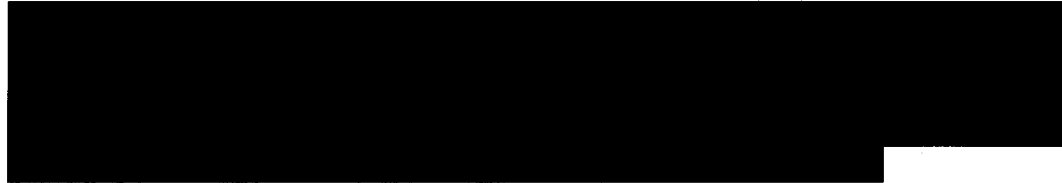
***Case Number 2003 CA 002432, filed in the Circuit Court in and for Escambia County, Florida, by Express Phone Service, Inc. (Express), Plaintiff v. BellSouth Telecommunications, Inc. (BellSouth), Defendant, involved BellSouth improperly charging Express toll blocking deposits for credit challenged end users served by Express during calendar years 1998-2002. BellSouth published a carrier notification letter acknowledging it had been improperly charging toll blocking deposits for credit challenged end users and offering to credit/refund all improperly charged deposits. Rather than searching its records and giving proper credit, BellSouth asked Express to provide a list of the credit challenged end users for which improper charges had been collected. BellSouth represented that the list would be checked against its records and that appropriate credits would be given. A scrivener's error in the list submitted by Express caused one year of records from August 2000 to July 2001 to be inadvertently left out of the list, causing Express' request for reimbursement to be in excess of \$45,000 less than what was due to Express. The error was not discovered by Express or BellSouth in any reviews prior to the posting of the credits by Defendant and execution of a Release by Plaintiff. As soon as the mutual mistake was discovered,***

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**Express contacted BellSouth with an explanation of what had occurred and was assured by BellSouth that proper credits would be given inasmuch as that was the intention of the parties. Express corresponded through email with BellSouth on numerous occasions trying to get the proper credit to no avail. Despite repeated demands from Express, BellSouth failed and refused to make proper credit or refund to the Plaintiff for the improperly charged toll blocking deposits for credit challenged end users. Express unsuccessfully sought relief in the Circuit Court in Escambia County, Florida as well as the District Court of Appeals.**



6. How many customers does LTS have in North Carolina? Indicate how many, if any, are Lifeline customers.

**Currently LTS has a total of [REDACTED] customers. [REDACTED] of those customers are Lifeline customers.**

7. Does LTS have any other applications for CLEC certificates pending in any other states? If so, please name the states and provide docket numbers.

**At this time, LTS does not have any other applications for CLEC certification pending in any other state.**

8. In response to question 18 of LTS' CLEC petition, LTS states:

Service to end users will be provided on resale basis with technical maintenance being provided by the incumbent local exchange company and at the same level the incumbent local exchange company provides its end users.

What is the name of the incumbent local exchange company which will be providing the technical maintenance? Please provide a copy of the agreement whereby the incumbent agrees to provide the technical maintenance.

**Since service will be provided to the end users choosing LTS as their local service provider on either a resale or local wholesale complete (formerly known as UNE-P) platform, the technical maintenance of the ports, loops, central offices, Class 5 switches, junction boxes, network interface devices, trunks, switching and any other elements necessary to provide the service will be technically maintained by the incumbent local exchange company (listed below) whose service territory the end user resides in.**

**BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast  
Embarq Florida, Inc. d/b/a CenturyLink d/b/a CenturyLink Communications  
Frontier Communications of the South, LLC**

**GTC, Inc. d/b/a FairPoint Communications  
Northeast Florida Telephone Company d/b/a NEFCOM  
Smart City Telecommunications, LLC d/b/a Smart City Telecom  
ITS Telecommunications Systems, Inc.  
Quincy Telephone Company d/b/a TDS Telecom/Quincy Telephone  
Windstream Florida, Inc.  
Verizon Florida, LLC**

***A complete copy of the existing interconnection agreement between LTS and AT&T is included with this response as Attachment 1. The specific section of that agreement that is applicable to this particular data request item is included here for quick reference (with emphasis added):***

**5. MAINTENANCE OF SERVICES**

**5.1 SERVICES RESOLD PURSUANT TO THIS ATTACHMENT AND AT&T'S GSST AND PRIVATE LINE SERVICE TARIFF AND FACILITIES AND EQUIPMENT PROVIDED BY AT&T SHALL BE MAINTAINED BY AT&T.**

***A complete copy of the existing interconnection agreements between LTS and CenturyLink is included with this response as Attachment 2.***

9. Will LTS be using any companies to provide operational support? If so, please name them and indicate what services they will be providing.

***LTS uses the [REDACTED] software platform provided by [REDACTED] to process, provision and bill end user service orders. [REDACTED] specializes in innovative OSS and back office solutions for CLECs and telecom service providers. Their industry leading product [REDACTED] ensures accurate billing while automating and consolidating the day to day time consuming activities, simplifying everything through a single source software interface and allowing LTS to focus on improving and expanding its business.***

10. Does LTS have plans to enter interconnection agreements with any other carriers in Florida besides AT&T? If so, please name them.

***In addition to the interconnection agreement that is currently executed between LTS and AT&T (Attachment 1), LTS plans on entering into interconnection agreements with [REDACTED] and [REDACTED]. Additionally, LTS is considering pursuing interconnection agreements with [REDACTED] depending upon business evaluations.***

11. AT&T provided a copy of LTS' notice of its intent to negotiate a replacement agreement to be effective beginning on the expiration date of its current agreement. Does this replacement agreement include Florida? What is the status of the negotiations?

***LTS is currently reviewing the document that AT&T provided to LTS as its standard interconnection agreement as part of the negotiation process of replacing the current interconnection agreement that is in effect between LTS and AT&T. The replacement***

**agreement will include the state of Florida. It should be also be noted that the current ICA between AT&T and LTS (Attachment 1) includes Florida and may be filed with the Commission for approval.**

12. According to AT&T, Express Phone's services were disconnected in April 2011, and Digital Express's services were disconnected July 18, 2012.

How many customers did each of these companies have when their services were disconnected? Were any of the disconnected customers receiving Lifeline assistance? If so, how many?

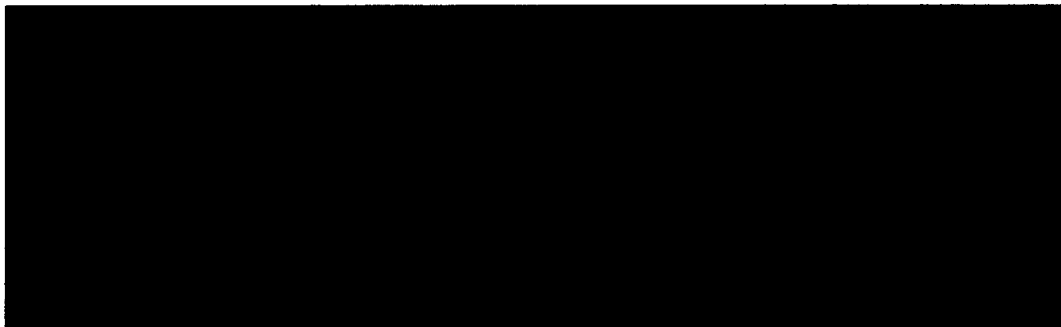
**Express Phone had [REDACTED] Florida customers, [REDACTED] of which were receiving Lifeline assistance, when services were terminated by AT&T.**

**Digital Express had [REDACTED] Florida customers, [REDACTED] of which were receiving Lifeline assistance, when services were terminated by AT&T.**

Was any notice provided to these customers that their services would be terminated? Is so, please provide a copy of the notice. If not, please indicate why notice was not provided to these customers.

**Notice was provided to Florida customers of the impending termination of service by AT&T in the case of Express Phone and a notice post termination in the case of Digital Express. A copy of each notice is included, under claim of confidentiality, with this response as Attachments 3 & 4, respectively. Express Phone was able to provide advance notice to Florida customers facing termination. Digital Express, however, was unable to provide advance notice to Florida customers facing termination due to AT&T abruptly breaking off communication with Digital Express regarding negotiation of a suitable deposit amount. Digital Express requested AT&T to allow a 14 day period in which Digital Express could provide notice of the impending termination by AT&T and to allow the Florida customers to select another local service provider. AT&T unilaterally rejected Digital Express' request.**

13. AT&T alleges that Express Phone and Digital Express owe AT&T in excess of \$1,700,000 in Florida and more than \$700,000 in other states. Assuming Digital Express was required to pay the alleged amounts in full, what impact, if any would it have on LTS of Rocky Mount, LLC or Thomas Armstrong or William Kloss personally?





14. Please provide the amount billed by and paid to AT&T each month since Thomas Armstrong or William Kloss purchased LTS.

<b>MONTH</b>	<b>Payment</b>	<b>Charges</b>	<b>adjustments</b>
Jun-11			
Jul-11			
Aug-11			
Sep-11			
Oct-11			
Nov-11			
Dec-11			
Jan-12			
Feb-12			
Mar-12			
Apr-12			
May-12			
Jun-12			
Jul-12			
Aug-12			
Sep-12			due by 10/21

*As reflected in the chart above, LTS had a [redacted] balance with AT&T when purchased. Despite repeated requests by LTS to AT&T to place the new proper billing address on LTS' Q-Account, AT&T refused to do so, citing reasons such as the CLEC profile not being updated and that AT&T had not "approved" the transfer of control and therefore refusing to recognize the new ownership of LTS. This uncooperative attitude by AT&T caused significant delays in LTS obtaining proper billing statements. Eventually, LTS was able to successfully "jump through the myriad of hoops" AT&T presented to LTS and LTS began promptly receiving proper billing notices from AT&T.*

15. Has LTS had any billing amount disputes with AT&T in North Carolina? If so, did LTS pay the disputed amounts while the resolution was pending?

*LTS has submitted 13 billing disputes to AT&T during the period of March 2012 to August 2012. During this time, LTS paid all amounts billed, including disputed amounts, to AT&T. Of the 13 billing disputes totaling \$151.07, AT&T has paid LTS for only one in the amount of \$1.43 (less than 1% of the disputes filed). AT&T has acknowledged receipt of one other in the amount of \$7.20 (4.7%) and unilaterally denied 94.2% of the disputes claimed.*

16. Will LTS make payment to AT&T Florida for all services billed including disputed amounts?

*LTS will make payment to AT&T Florida for services billed in accordance with the terms and conditions contained within the interconnection agreement that is in effect between the two parties. Currently that agreement calls for the payment of all*

**services including disputed amounts and LTS will comply with those terms of the agreement until a successor agreement is reached, either by negotiation or arbitration. Likewise, LTS expects AT&T Florida to operate in good faith and comply with the terms and conditions of the agreement applicable to its conduct and actions.**

17. Please provide a projected 12-month business plan for LTS operations in Florida showing estimated customers, sales, and expenses.

**A 12-month projected business plan for LTS operations in Florida showing estimated customers, sales and expenses is included with this response as Attachment 5, under claim of confidentiality.**

18. The Enforcement Bureau of the Federal Communications Commission and LTS entered into a Consent Decree in which LTS voluntarily contributed \$5,000 to the United States Treasury for failure to file a CPNI compliance certificate. LTS agreed that the provisions of the Consent Decree shall be binding on its successors, assigns, and transferees. Under the Decree, LTS agreed to submit a copy of its annual section 64.2009(e) compliance certificate each of two (2) years following the Effective Date of the Consent Decree.

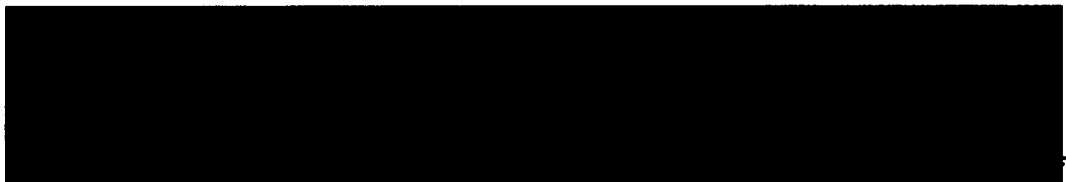
Please provide copies of LTS' CPNI Compliance certificates sent to the FCC for each of the last two years.

**The referenced Consent Decree was entered into by and as a result of a violation by the prior owners of LTS. As part of the due diligence of conducting the transactional sale of LTS to Mr. Kloss and Mr. Armstrong, the prior owners of LTS made full disclosure of the Consent Decree to Mr. Kloss and Mr. Armstrong. As new owners of LTS, Mr. Armstrong and Mr. Kloss ensured that LTS continued to remain in full compliance with the Consent Decree. CPNI Compliance certificates sent to the FCC by LTS for the periods of January 1, 2010 through December 31, 2010 and January 1, 2011 through December 31, 2011 are included with this response as Attachment 6 and 7, respectively.**

19. What is the status of LTS' ETC petition in North Carolina?



20. In Virginia, LTS chose to surrender its Certificate of Public Convenience and Necessity in lieu of providing a \$50,000 Financial Guarantee Bond. Did LTS have the financial ability to obtain a \$50,000 Financial Guarantee Bond?





21. The Florida PSC CLEC application requires unaudited financial statements to be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct. Please resubmit the LTS financial statements signed by LTS chief executive officer and chief financial officer affirming that the financial statements are true and correct.

***The unaudited financial statements submitted and affirmed by Thomas Armstrong, in his capacity as President of LTS, as true and correct are resubmitted and included with this response as Attachment 8, under claim of confidentiality. This re-submission of the unaudited financial statements of LTS are affirmed as true and correct by Thomas Armstrong in his capacity as Chief Financial Officer and Chief Executive Officer of LTS.***

22. Does LTS have separate bank accounts, customer service phone numbers, employees, billing systems, office space, etc., from Express Phone and Digital Express?

***LTS has always had separate bank accounts from Express Phone and Digital Express.***

***LTS has always had separate billing system identifiers within the master billing platform provided by [REDACTED] the OSS company referenced above in response to data request item #9. These identifiers maintain separation between LTS customers and any other customers during provisioning and other customer processes (i.e., maintenance, account updating). LTS' profile within [REDACTED] for billing LTS customers has always been separate from Express Phone and Digital Express.***

***The customer service number being used by LTS is the one that is listed on the LTS customer's billing statements. In the past, this number was also used for Express Phone and Digital Express customers. Due to the actions of AT&T, these customers no longer exist; therefore the only customers using the customer service number are LTS customers.***

***The employees providing customer service to LTS subscribers are personnel that provided customer service to Express Phone and Digital Express subscribers in the past. Due to the actions of AT&T, these subscribers no longer exist; therefore the only subscribers our customer service representatives are interacting with are LTS customers.***



***The office space occupied by the aforementioned personnel is office space that those personnel used when there were Express Phone and Digital Express customers to provide customer service to. Due to the actions of AT&T, these customers no longer exist; therefore the office space in use now is occupied by employees servicing LTS customers.***

23. Please review responses to the questions contained in LTS' CLEC application and provide updated responses as necessary.

***The responses contained in LTS' CLEC application have been reviewed and the following updated responses are provided:***

***3. Name under which applicant will do business (fictitious name, etc.):***

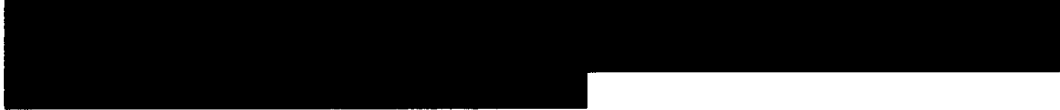
***LTS will be providing [REDACTED] under the name of [REDACTED]. LTS has published the required public notices regarding the use of this fictitious name, or d/b/a, and is filing the applicable form, APPLICATION FOR REGISTRATION OF FICTITIOUS NAME (CR4E001 9/10) with the Florida Division of Corporations, a copy of which is included with this response as Attachment 9, under claim of confidentiality.***

***10. If using fictitious name (d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida. The Florida Secretary of State fictitious name registration number is:***

***As stated above, LTS will*** [REDACTED]

***16. (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.***

***As clarified in the response to item #20 above,*** [REDACTED]



**18. (b) Technical capability: resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.**

**The resume of Mr. Armstrong clearly demonstrates his technical capability to manage the day to day operations of a CLEC. This technical capability includes: a) first-hand knowledge and experience with the intricacies of interacting with ILEC's manually and electronically, b) coordination of inter-related end user products and services provisioning, c) understanding the challenges CLEC's face in obtaining the services an ILEC is obligated by the Telecom Act to provide and d) and detailed insight into the burdens imposed upon the CLEC when the ILEC ignores its obligations and resorts to its historical monopolistic ways.**

**In addition to successfully managing LTS, Express Phone and Digital Express while they provided local exchange services to tens of thousands of end users, in the current President of the Company, Thomas Armstrong, is the immediate past chairman of the National ALEC Association/Prepaid Communications Association ("NALA/PCA") and continues to serve as a board member. The Association has represented the CLEC industry for over 20 years and Mr. Armstrong's experience and familiarity with the industry will enable LTS to successfully provide services to Florida residents.**

**LTS' initial response with regards to technical capability was provided in the context to technical maintenance of the network and facilities necessary to ensure provision of services to Florida end users. LTS' response to item #8 above clearly establishes the ILEC's obligations to do so. Interestingly enough, item 18 of the Commission's application even uses the term "or indicate what company has been contracted to conduct technical maintenance." AT&T Florida, in typical fashion, fails to acknowledge its obligations under the contract between AT&T and LTS as illustrated in the response to item #8 above.**

**18. (c) – As the President of LTS, Mr. Armstrong's also performs the duties and fulfills the responsibilities of Chief Executive Officer and Chief Financial Officer.**

**DOCKET 120201-TX**

**LTS OF ROCKY MOUNT, LLC'S REQUEST  
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**EXHIBIT C**

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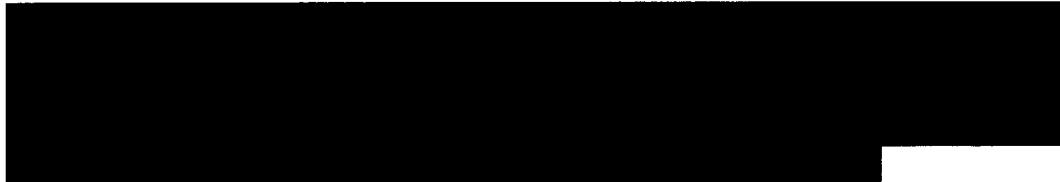
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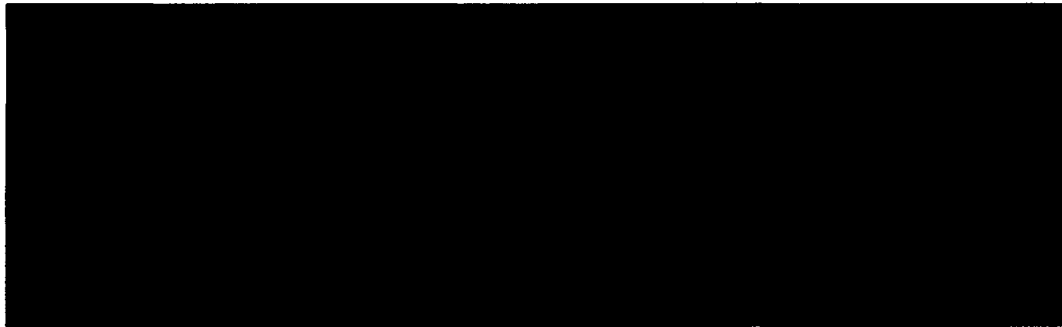
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[REDACTED]

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<b>Jul-11</b>	[REDACTED]	[REDACTED]	
<b>Aug-11</b>	[REDACTED]	[REDACTED]	
<b>Sep-11</b>	[REDACTED]	[REDACTED]	
<b>Oct-11</b>	[REDACTED]	[REDACTED]	
<b>Nov-11</b>	[REDACTED]	[REDACTED]	
<b>Dec-11</b>	[REDACTED]	[REDACTED]	
<b>Jan-12</b>	[REDACTED]	[REDACTED]	
<b>Feb-12</b>	[REDACTED]	[REDACTED]	
<b>Mar-12</b>	[REDACTED]	[REDACTED]	
<b>Apr-12</b>	[REDACTED]	[REDACTED]	
<b>May-12</b>	[REDACTED]	[REDACTED]	
<b>Jun-12</b>	[REDACTED]	[REDACTED]	
<b>Jul-12</b>	[REDACTED]	[REDACTED]	
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*As reflected in the chart above, LTS had a [REDACTED] balance with AT&T when purchased. Despite repeated requests by LTS to AT&T to place the new proper billing address on LTS' Q-Account, AT&T refused to do so, citing reasons such as the CLEC profile not being updated and that AT&T had not "approved" the transfer of control and therefore refusing to recognize the new ownership of LTS. This uncooperative attitude by AT&T caused significant delays in LTS obtaining proper billing statements. Eventually, LTS was able to successfully "jump through the myriad of hoops" AT&T presented to LTS and LTS began promptly receiving proper billing notices from AT&T.*

15. Has LTS had any billing amount disputes with AT&T in North Carolina? If so, did LTS pay the disputed amounts while the resolution was pending?

*LTS has submitted 13 billing disputes to AT&T during the period of March 2012 to August 2012. During this time, LTS paid all amounts billed, including disputed amounts, to AT&T. Of the 13 billing disputes totaling \$151.07, AT&T has paid LTS for only one in the amount of \$1.43 (less than 1% of the disputes filed). AT&T has acknowledged receipt of one other in the amount of \$7.20 (4.7%) and unilaterally denied 94.2% of the disputes claimed.*

16. Will LTS make payment to AT&T Florida for all services billed including disputed amounts?

*LTS will make payment to AT&T Florida for services billed in accordance with the terms and conditions contained within the interconnection agreement that is in effect between the two parties. Currently that agreement calls for the payment of all*



**services including disputed amounts and LTS will comply with those terms of the agreement until a successor agreement is reached, either by negotiation or arbitration. Likewise, LTS expects AT&T Florida to operate in good faith and comply with the terms and conditions of the agreement applicable to its conduct and actions.**

17. Please provide a projected 12-month business plan for LTS operations in Florida showing estimated customers, sales, and expenses.

**A 12-month projected business plan for LTS operations in Florida showing estimated customers, sales and expenses is included with this response as Attachment 5, under claim of confidentiality.**

18. The Enforcement Bureau of the Federal Communications Commission and LTS entered into a Consent Decree in which LTS voluntarily contributed \$5,000 to the United States Treasury for failure to file a CPNI compliance certificate. LTS agreed that the provisions of the Consent Decree shall be binding on its successors, assigns, and transferees. Under the Decree, LTS agreed to submit a copy of its annual section 64.2009(e) compliance certificate each of two (2) years following the Effective Date of the Consent Decree.

Please provide copies of LTS' CPNI Compliance certificates sent to the FCC for each of the last two years.

**The referenced Consent Decree was entered into by and as a result of a violation by the prior owners of LTS. As part of the due diligence of conducting the transactional sale of LTS to Mr. Kloss and Mr. Armstrong, the prior owners of LTS made full disclosure of the Consent Decree to Mr. Kloss and Mr. Armstrong. As new owners of LTS, Mr. Armstrong and Mr. Kloss ensured that LTS continued to remain in full compliance with the Consent Decree. CPNI Compliance certificates sent to the FCC by LTS for the periods of January 1, 2010 through December 31, 2010 and January 1, 2011 through December 31, 2011 are included with this response as Attachment 6 and 7, respectively.**

19. What is the status of LTS' ETC petition in North Carolina?

[REDACTED]

20. In Virginia, LTS chose to surrender its Certificate of Public Convenience and Necessity in lieu of providing a \$50,000 Financial Guarantee Bond. Did LTS have the financial ability to obtain a \$50,000 Financial Guarantee Bond?

[REDACTED]



21. The Florida PSC CLEC application requires unaudited financial statements to be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct. Please resubmit the LTS financial statements signed by LTS chief executive officer and chief financial officer affirming that the financial statements are true and correct.

***The unaudited financial statements submitted and affirmed by Thomas Armstrong, in his capacity as President of LTS, as true and correct are resubmitted and included with this response as Attachment 8, under claim of confidentiality. This re-submission of the unaudited financial statements of LTS are affirmed as true and correct by Thomas Armstrong in his capacity as Chief Financial Officer and Chief Executive Officer of LTS.***

22. Does LTS have separate bank accounts, customer service phone numbers, employees, billing systems, office space, etc., from Express Phone and Digital Express?

***LTS has always had separate bank accounts from Express Phone and Digital Express.***

***LTS has always had separate billing system identifiers within the master billing platform provided by [REDACTED] the OSS company referenced above in response to data request item #9. These identifiers maintain separation between LTS customers and any other customers during provisioning and other customer processes (i.e., maintenance, account updating). LTS' profile within [REDACTED] for billing LTS customers has always been separate from Express Phone and Digital Express.***

***The customer service number being used by LTS is the one that is listed on the LTS customer's billing statements. In the past, this number was also used for Express Phone and Digital Express customers. Due to the actions of AT&T, these customers no longer exist; therefore the only customers using the customer service number are LTS customers.***

***The employees providing customer service to LTS subscribers are personnel that provided customer service to Express Phone and Digital Express subscribers in the past. Due to the actions of AT&T, these subscribers no longer exist; therefore the only subscribers our customer service representatives are interacting with are LTS customers.***

**The office space occupied by the aforementioned personnel is office space that those personnel used when there were Express Phone and Digital Express customers to provide customer service to. Due to the actions of AT&T, these customers no longer exist; therefore the office space in use now is occupied by employees servicing LTS customers.**

23. Please review responses to the questions contained in LTS' CLEC application and provide updated responses as necessary.

**The responses contained in LTS' CLEC application have been reviewed and the following updated responses are provided:**

**3. Name under which applicant will do business (fictitious name, etc.):**

**LTS will be providing [REDACTED] under the name of [REDACTED]. LTS has published the required public notices regarding the use of this fictitious name, or d/b/a, and is filing the applicable form, APPLICATION FOR REGISTRATION OF FICTITIOUS NAME (CR4E001 9/10) with the Florida Division of Corporations, a copy of which is included with this response as Attachment 9, under claim of confidentiality.**

[REDACTED]

**10. If using fictitious name (d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida. The Florida Secretary of State fictitious name registration number is:**

**As stated above, LTS will** [REDACTED]

[REDACTED]

**16. (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.**

**As clarified in the response to item #20 above,** [REDACTED]

[REDACTED]

[REDACTED]

**18. (b) Technical capability: resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.**

**The resume of Mr. Armstrong clearly demonstrates his technical capability to manage the day to day operations of a CLEC. This technical capability includes: a) first-hand knowledge and experience with the intricacies of interacting with ILEC's manually and electronically, b) coordination of inter-related end user products and services provisioning, c) understanding the challenges CLEC's face in obtaining the services an ILEC is obligated by the Telecom Act to provide and d) and detailed insight into the burdens imposed upon the CLEC when the ILEC ignores its obligations and resorts to its historical monopolistic ways.**

**In addition to successfully managing LTS, Express Phone and Digital Express while they provided local exchange services to tens of thousands of end users, in the current President of the Company, Thomas Armstrong, is the immediate past chairman of the National ALEC Association/Prepaid Communications Association ("NALA/PCA") and continues to serve as a board member. The Association has represented the CLEC industry for over 20 years and Mr. Armstrong's experience and familiarity with the industry will enable LTS to successfully provide services to Florida residents.**

**LTS' initial response with regards to technical capability was provided in the context to technical maintenance of the network and facilities necessary to ensure provision of services to Florida end users. LTS' response to item #8 above clearly establishes the ILEC's obligations to do so. Interestingly enough, item 18 of the Commission's application even uses the term "or indicate what company has been contracted to conduct technical maintenance." AT&T Florida, in typical fashion, fails to acknowledge its obligations under the contract between AT&T and LTS as illustrated in the response to item #8 above.**

**18. (c) – As the President of LTS, Mr. Armstrong's also performs the duties and fulfills the responsibilities of Chief Executive Officer and Chief Financial Officer.**

**DOCKET 120201-TX**

**LTS OF ROCKY MOUNT, LLC'S REQUEST  
FOR CONFIDENTIAL CLASSIFICATION**

**COMMISSION STAFF  
GENERAL DATA REQUEST**

**ATTACHMENT 1**



**Customer Name: LTS of Rocky Mount, LLC**

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**Resale Agreement with:**

**LTS of Rocky Mount, LLC**

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**Attachment 5 - AT&T Disaster Recovery Plan**

## AGREEMENT GENERAL TERMS AND CONDITIONS

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), and LTS of Rocky Mount, LLC (LTS of Rocky Mount), a North Carolina Limited Liability Company, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or LTS of Rocky Mount or both as a "Party" or "Parties."

### WITNESSETH

**WHEREAS**, AT&T is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**WHEREAS**, LTS of Rocky Mount is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, pursuant to Sections 251 and 252 of the Act; LTS of Rocky Mount wishes to purchase certain services from AT&T; and

**WHEREAS**, LTS of Rocky Mount wishes to purchase and AT&T wishes to provide other services as described in this Agreement;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, AT&T and LTS of Rocky Mount agree as follows:

#### Definitions

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than ten percent (10%).

**Commission** is defined as the appropriate regulatory agency in each state of AT&T's Southeast Region 9-State (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

**Competitive Local Exchange Carrier (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area.

**Effective Date** is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the

Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

**FCC** means the Federal Communications Commission.

**Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**Telecommunications Act of 1996 (Act)** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

**1 CLEC Certification**

1.1 LTS of Rocky Mount agrees to provide AT&T in writing LTS of Rocky Mount's CLEC certification from the Commission for all states covered by this Agreement except Kentucky prior to AT&T filing this Agreement with the appropriate Commission for approval. Additionally, LTS of Rocky Mount shall provide to AT&T an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

1.2 To the extent LTS of Rocky Mount is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, LTS of Rocky Mount may not purchase services hereunder in that state. LTS of Rocky Mount will notify AT&T in writing and provide CLEC certification from the Commission when it becomes certified to operate in, as well as an effective certification to do business issued by the secretary of state or equivalent authority for, any other state covered by this Agreement. Upon receipt thereof, AT&T will file this Agreement in that state, and LTS of Rocky Mount may purchase services pursuant to this Agreement in that state, subject to establishing appropriate accounts in the additional state as described in Attachment 3.

1.3 Should LTS of Rocky Mount's certification in any state be rescinded or otherwise terminated, AT&T may, at its election, suspend or terminate this Agreement immediately and all monies owed on all outstanding invoices for services provided in that state shall become due, or AT&T may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the term of this Agreement. LTS of Rocky Mount shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

**2 Term of the Agreement**

2.1 The initial term of this Agreement shall be five (5) years, beginning on the Effective Date and shall apply to the AT&T Southeast Region 9-State in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior

agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred eighty (180) days prior to the expiration of the initial term of this Agreement, the Parties shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. § 252.
- 2.3.1 LTS of Rocky Mount may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then AT&T may terminate this Agreement upon sixty (60) days notice to LTS of Rocky Mount. In the event that AT&T terminates this Agreement as provided above, AT&T shall continue to offer services to LTS of Rocky Mount pursuant to the rates, terms and conditions set forth in AT&T's then current standard interconnection agreement. In the event that AT&T's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.
- 2.3.2 Notwithstanding Section 2.2 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above and AT&T is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month-to-month basis but shall be deemed terminated as of the expiration date hereof.
- 2.4 If, at any time during the term of this Agreement, AT&T is unable to contact LTS of Rocky Mount pursuant to the Notices provision hereof or any other contact information provided by LTS of Rocky Mount under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to LTS of Rocky Mount pursuant to the Notices section hereof. Furthermore, if after eighteen (18) months following the Effective Date of this Agreement LTS of Rocky Mount has no active services pursuant to this Agreement, AT&T may terminate this Agreement, without any liability to AT&T, upon notification to LTS of Rocky Mount pursuant to the Notices section hereof.
- 2.5 In addition to as otherwise set forth in this Agreement, AT&T reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate

service in the event of prohibited, unlawful or improper use of AT&T's facilities or service, abuse of AT&T's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due. In such event, LTS of Rocky Mount is solely responsible for notifying its customers of any discontinuance of service.

### **3 Parity**

When LTS of Rocky Mount purchases, Telecommunications Services from AT&T pursuant to Attachment 1 of this Agreement for the purposes of resale to customers, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that AT&T provides to its Affiliates, subsidiaries and customers.

### **4 Court Ordered Requests for Call Detail Records and Other Subscriber Information**

4.1 Subpoenas Directed to AT&T. Where AT&T provides resold services for LTS of Rocky Mount, AT&T shall respond to subpoenas and court ordered requests delivered directly to AT&T for the purpose of providing call detail records when the targeted telephone numbers belong to LTS of Rocky Mount customers. Billing for such requests will be generated by AT&T and directed to the law enforcement agency initiating the request. AT&T shall maintain such information for LTS of Rocky Mount customers for the same length of time it maintains such information for its own customers.

4.2 Subpoenas Directed to LTS of Rocky Mount. Where AT&T is providing resold services to LTS of Rocky Mount, then LTS of Rocky Mount agrees that in those cases where LTS of Rocky Mount receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to LTS of Rocky Mount customers, and where LTS of Rocky Mount does not have the requested information, LTS of Rocky Mount will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T for handling in accordance with Section 4.1 above.

4.3 In all other instances, where either Party receives a request for information involving the other Party's customer, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

### **5 Liability and Indemnification**

5.1 LTS of Rocky Mount Liability. In the event that LTS of Rocky Mount 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 LTS of Rocky Mount's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of LTS of Rocky Mount under this Agreement.

5.2 Liability for Acts or Omissions of Third Parties. AT&T shall not be liable to LTS of Rocky Mount for any act or omission of another entity providing any services to LTS of Rocky Mount.

5.3 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the

actual cost of the services or functions not performed or improperly performed. Any amounts paid to LTS of Rocky Mount pursuant to Attachment 4 hereof shall be credited against any damages otherwise payable to LTS of Rocky Mount pursuant to this Agreement.

- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its customers and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the customer 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 that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall, except to the extent caused by the other Party's gross negligence or willful misconduct, 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 limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 5.3.2 Neither AT&T nor LTS of Rocky Mount shall be liable for damages to the other Party's terminal location, equipment or customer premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 5.3.3 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 5.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 5.4 Indemnification for Certain Claims. Except as otherwise set forth in this Agreement and except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by any third party (including, but not limited to, a customer of the Party receiving services) arising from the third party's use or reliance

on and arising from the Party receiving services use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

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

## 6 Intellectual Property Rights and Indemnification

6.1 No License. Except as expressly set forth in Section 6.2 below, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

## 6.3 Intellectual Property Remedies

6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 above.

6.3.2 Claim of Infringement

6.3.2.1 In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:

6.3.2.2 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

6.3.2.3 obtain a license sufficient to allow such use to continue.

6.3.2.4 In the event Sections 6.3.2.2 or 6.3.2.3 above are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

6.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

6.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

6.3.5 Dispute Resolution. Any claim arising under Sections 6.1 and 6.2 above shall be excluded from the dispute resolution procedures set forth in Section 8 below and shall be brought in a court of competent jurisdiction.

**7 Proprietary and Confidential Information**

7.1 Proprietary and Confidential Information. It may be necessary for AT&T and LTS of Rocky Mount, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the



Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees consultants, contractors and agents of Recipient or its Affiliates with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential proprietary notice as appears on the original. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- 7.3 Exceptions
- 7.3.1 Recipient will not have an obligation to protect any portion of the Information which:
- 7.3.2 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 7.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. § 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

**8 Resolution of Disputes**

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, if it elects to pursue resolution of the dispute, shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

**9 Taxes**

9.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party

9.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

9.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party

9.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

9.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

9.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not applicable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be applicable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 9.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 9.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.3.7 Each Party shall promptly notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party
- 9.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 9.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 9.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application of or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 9.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for

such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.

- 9.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.4.7 Each Party shall promptly notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.

9.5 Additional Provisions Applicable to All Taxes and Fees

- 9.5.1 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.
- 9.5.2 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to bring a dispute related to the application or amount of a tax or fee before a regulatory authority.

10 **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by LTS of Rocky Mount, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the

delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. The Party affected shall provide notice of the Force Majeure event within a reasonable period of time following such an event.

**11 Adoption of Agreements**

Pursuant to 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, AT&T shall make available to LTS of Rocky Mount any entire resale agreement filed and approved pursuant to 47 U.S.C. § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

**12 Modification of Agreement**

12.1 If LTS of Rocky Mount changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of LTS of Rocky Mount to notify AT&T of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the Commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, LTS of Rocky Mount shall provide AT&T with any necessary supporting documentation, which may include, but is not limited to, a credit application, Application for Master Account, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) for each state as assigned by National Exchange Carrier Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), AT&T's blanket form letter of authority (LOA), Misdirected Number form and a tax exemption certificate.

12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

**13 Intervening Law**

This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 20.1 below ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming

modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

**14 Legal Rights**

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

**15 Indivisibility**

Subject to Section 15 below, the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction and that the obligations of the Parties under this Agreement are interdependent.

**16 Severability**

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8 above.

**17 Non-Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

**18 Governing Law**

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

**19 Assignments and Transfers**

19.1 Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void.

The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that LTS of Rocky Mount is entitled to provide Telecommunications Service. After AT&T's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, LTS of Rocky Mount shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) LTS of Rocky Mount pays all bills, past due and current, under this Agreement, or (2) LTS of Rocky Mount's assignee expressly assumes liability for payment of such bills.

19.2 In the event that LTS of Rocky Mount desires to transfer any services hereunder to another provider of Telecommunications Service, or LTS of Rocky Mount desires to assume hereunder any services provisioned by AT&T to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

**20 Notices**

20.1 Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

**AT&T**

AT&T Local Service Specialist  
600 North 19<sup>th</sup> Street, 10<sup>th</sup> floor  
Birmingham, AL 35203

and

Business Markets Attorney  
Suite 4300  
675 West Peachtree Street  
Atlanta, GA 30375

**LTS of Rocky Mount, LLC**

J. Hall C. Thorp  
P.O. Box 7009  
Rocky Mount, NC 27804  
252-937-4118 Phone  
[hall@wpc.net](mailto:hall@wpc.net)

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

20.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

20.3 Notwithstanding the above, AT&T will post to AT&T's Wholesale – Southeast Region Web site changes to business processes and policies and shall post to AT&T's Wholesale – Southeast Region Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

**21 Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

**22 Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

**23 Multiple Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

**24 Filing of Agreement**

This Agreement, and any amendments hereto, shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, or as otherwise required by the state and the Parties shall share equally in any applicable fees. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as LTS of Rocky Mount is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

**25 Compliance with Law**

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. This Agreement also contains certain provisions that were negotiated without regard to the Parties' obligations as set forth Section 251 of the Act. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

**26 Necessary Approvals**

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this



Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

**27 Good Faith Performance**

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.

**28 Rates**

28.1 LTS of Rocky Mount shall pay the charges set forth in this Agreement. In the event that AT&T is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, AT&T reserves the right to back bill LTS of Rocky Mount for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to LTS of Rocky Mount's agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 3 hereof, AT&T shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:

- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;
- Charges incorrectly billed due to erroneous information supplied by the non-billing Party.
- Charges for which a regulatory body has granted, or a regulatory change permits, the billing Party the authority to back bill.

28.2 To the extent a rate element is omitted or no rate is established, AT&T has the right not to provision such service until the Agreement is amended to include such rate.

28.3 To the extent LTS of Rocky Mount requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement, unless the Parties agree to amend this Agreement to include such service prospectively.

**29 Rate True-Up**

29.1 This section applies to rates that are expressly subject to true-up.

29.2 The rates shall be trueed-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the

other shall be in an amount agreed upon by the Parties based on such records. In the event of any discrepancy between the records or disagreement between the Parties regarding the amount of such true-up, the dispute shall be subject to the dispute resolution process set forth in this Agreement.

29.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon AT&T and LTS of Rocky Mount specifically or upon all carriers generally, such as a generic cost proceeding.

### **30 Survival**

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.

### **31 Entire Agreement**

31.1 This Agreement means the General Terms and Conditions, the Attachments hereto and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and LTS of Rocky Mount acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall, as of the Effective Date, be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 Any reference throughout this Agreement to a tariff, industry guideline, AT&T's technical guideline or reference, AT&T business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T's Wholesale – Southeast Region Web site at: <http://wholesale.att.com>. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned; provided, however, that in any state 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, price list or other agreement pursuant to which AT&T provides such services as a result of detariffing or deregulation.

GENERAL TERMS AND CONDITIONS/~~AT&T-STATE~~  
SIGNATURE PAGE  
~~AT&T-STATE~~/LTS of Rocky Mount  
4007 RESALE STANDALONE AGREEMENT - 11/13/07

LTS of Rocky Mount, LLC

BellSouth Telecommunications, Inc. d/b/a  
AT&T Alabama, AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana, AT&T  
Mississippi, AT&T North Carolina, AT&T South  
Carolina and AT&T Tennessee

By: *Nell Tho*  
Name: HALL THORP  
Title: MANAGER  
Date: 1/17/08

By: *Kristen E. Shore*  
Name: Kristen E. Shore  
Title: Director  
Date: 1/22/08

	<u>OCN#</u>	<u>ACNA</u>		<u>OCN#</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NORTH CAROLINA	<u>0198</u>	<u>LRO</u>
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			

## Attachment 1

### Resale

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## RESALE

### 1. Discount Rates

- 1.1 The discounts rates applied to LTS of Rocky Mount's purchases of AT&T Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. Such discounts have been determined by the applicable Commission to reflect the costs avoided by AT&T when selling a service for wholesale purposes.
- 1.2 The Telecommunications Services available for purchase by LTS of Rocky Mount for the purposes of resale to LTS of Rocky Mount's customers shall be available at AT&T's tariffed rates less the discount reflected in Exhibit D and subject to the exclusions and limitations in Exhibit A.

### 2. Definition of Terms

For purposes of this Attachment only, the following terms shall have the definitions as set forth below:

- 2.1 Customer of Record means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as nonrecurring, monthly recurring, toll, directory assistance, etc.
- 2.2 End User Customer Location means the physical location of the premises where a customer makes use of the Telecommunications Services.
- 2.3 New Services means functions, features or capabilities that are not currently offered by AT&T. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.4 Resale means an activity wherein a certificated CLEC, such as LTS of Rocky Mount, subscribes to the retail Telecommunications Services of AT&T and then offers those retail Telecommunications Services to the public.

### 3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of AT&T's retail Telecommunications Services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, AT&T shall make available to LTS of Rocky Mount for resale those Telecommunications Services AT&T makes available, pursuant to its General Subscriber Services Tariff (GSST) and Private Line Services Tariff, to customers who are not Telecommunications carriers.
- 3.1.1 When LTS of Rocky Mount provides Resale service in a cross boundary area (customer is physically located in a particular state and is served by a central office in an adjoining state) the rates, regulations and discounts for the state in which the serving central office is located will apply. Billing will be from the state in which the customer is located.
- 3.2 LTS of Rocky Mount as a reseller of Lifeline and Link-Up Services hereby certifies that it has and will comply with the FCC requirements governing the Lifeline and Link-Up programs as set forth in 47 C.F.R. § 54.417(a) and (b). This includes the requirements set forth in AT&T's GSST, Sections A3.31 and A4.7.
- 3.2.1 LTS of Rocky Mount shall maintain records to document FCC or applicable state eligibility and verification records to document compliance governing the Lifeline/Link-Up programs for the three

- (3) full preceding calendar years, and LTS of Rocky Mount shall provide such documentation to the FCC or it's Administrator upon request.
- 3.2.2 In Tennessee, if LTS of Rocky Mount does not resell Lifeline service to any end users, and if LTS of Rocky Mount agrees to order an appropriate Operator Services/Directory Assistance block as set forth in AT&T's GSST, the discount shall be twenty-one point fifty-six percent (21.56%).
- 3.2.2.1 In the event LTS of Rocky Mount resells Lifeline service to any end user in Tennessee, AT&T will begin applying the sixteen percent (16%) discount rate to all services. Upon LTS of Rocky Mount and AT&T's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate OCN is established for billing of Lifeline service end users, the discount shall be applied as set forth in Section 3.2.2 above for the non-Lifeline affected Master Account (Q-account).
- 3.2.2.2 LTS of Rocky Mount must provide written notification to AT&T within thirty (30) days prior to either providing its own operator services/directory services or ordering the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of twenty-one point fifty-six percent (21.56%).
- 3.3 LTS of Rocky Mount may purchase resale services from AT&T for its own use in operating its business. The resale discount will apply to those services under the following conditions:
- 3.3.1 LTS of Rocky Mount must resell services to other end users.
- 3.3.2 LTS of Rocky Mount cannot be a CLEC for the single purpose of selling to itself.
- 3.3.3 LTS of Rocky Mount will be the Customer of Record for all services purchased from AT&T. Except as specified herein, AT&T will take orders from, bill and receive payment from LTS of Rocky Mount for said services.
- 3.4 LTS of Rocky Mount will be AT&T's single point of contact for all services purchased pursuant to this Agreement. AT&T shall have no contact with the customer except to the extent provided for herein.
- 3.5 AT&T will continue to bill the customer for any services that the customer specifies it wishes to receive directly from AT&T. AT&T maintains the right to serve directly any customer within the service area of LTS of Rocky Mount. AT&T will continue to market directly its own Telecommunications products and services and in doing so may establish independent relationships with customers of LTS of Rocky Mount. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 AT&T will accept a request from another CLEC for conversion of the customer's service from LTS of Rocky Mount to such other CLEC. Upon completion of the conversion AT&T will notify LTS of Rocky Mount that such conversion has been completed.
- 3.5.2 When a customer of LTS of Rocky Mount or AT&T elects to change his/her carrier to the other Party, both Parties agree to release the customer's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the customer's requested service as set forth in the AT&T Product and Services Interval Guide.
- 3.5.3 AT&T and LTS of Rocky Mount will refrain from contacting an customer who has placed or whose selected carrier has placed on the customer's behalf an order to change the customer's service provider from AT&T or LTS of Rocky Mount to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the customer and are assigned to the

service furnished. However, neither Party nor the customer has a property right to the telephone number or any other call number designation associated with services furnished by AT&T, and no right to the continuance of service through any particular central office. AT&T reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever AT&T deems it necessary to do so in the conduct of its business and in accordance with AT&T practices and procedures on a nondiscriminatory basis.

- 3.7 Where AT&T provides resold services to LTS of Rocky Mount, AT&T will provide LTS of Rocky Mount with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. LTS of Rocky Mount acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. LTS of Rocky Mount acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, LTS of Rocky Mount shall return unused intermediate telephone numbers to AT&T upon AT&T's request. AT&T shall make all such requests on a nondiscriminatory basis.
- 3.8 AT&T will allow LTS of Rocky Mount to designate up to one hundred (100) intermediate telephone numbers per CLLIC, for LTS of Rocky Mount's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. LTS of Rocky Mount acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and AT&T has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six (6) months supply of numbering resources.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 AT&T can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 If LTS of Rocky Mount or its customers utilize an AT&T resold Telecommunications Service in a manner other than that for which the service was originally intended as described in AT&T's retail tariffs LTS of Rocky Mount has the responsibility to notify AT&T. AT&T will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.13 Facilities and/or equipment utilized by AT&T to provide service to LTS of Rocky Mount remain the property of AT&T.
- 3.14 Service Ordering and Operations Support Systems (OSS)
- 3.14.1 LTS of Rocky Mount must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. LTS of Rocky Mount may submit a Local Service Request (LSR) electronically as set forth in Attachment 2. Service orders will be in a standard format designated by AT&T.
- 3.14.2 AT&T messaging services set forth in AT&T's Messaging Service Re-Seller Information Package shall be made available for resale without the wholesale discount.
- 3.15 AT&T's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by AT&T and without the wholesale discount.
- 3.16 In the event LTS of Rocky Mount acquires a customer whose service is provided pursuant to an



AT&T Special Assembly, AT&T shall make available to LTS of Rocky Mount that Special Assembly at the wholesale discount at LTS of Rocky Mount's option. LTS of Rocky Mount shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

3.17 AT&T shall provide 911/E911 for LTS of Rocky Mount customers in the same manner that it is provided to AT&T customers. AT&T shall provide and validate LTS of Rocky Mount customer information to the Public Safety Answering Point (PSAP). AT&T shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the LTS of Rocky Mount customer information in the Automatic Location Identification/Data Management System (ALI/DMS) databases used to support 911/E911 services.

3.18 Pursuant to 47 C.F.R. § 51.617, AT&T shall bill to LTS of Rocky Mount, and LTS of Rocky Mount shall pay, the End User Common Line (EUCL) charges identical to the EUCL charges AT&T bills its customers.

#### **4 AT&T's Provision of Services to LTS of Rocky Mount**

4.1 Resale of AT&T services shall be as follows:

4.1.1 The resale of Telecommunications Services shall be limited to users and uses conforming to the class of service restrictions.

4.1.2 Hotel and Hospital PBX services are the only Telecommunications Services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in AT&T's GSST Section A23, Shared Tenant Service Section in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 AT&T reserves the right to periodically audit services purchased by LTS of Rocky Mount to establish authenticity of use. Such audit shall not occur more than once in a calendar year. LTS of Rocky Mount shall make any and all records and data available to AT&T or AT&T's auditors on a reasonable basis. AT&T shall bear the cost of said audit. Any information provided by LTS of Rocky Mount for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions.

4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in AT&T's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual customer of AT&T in the appropriate section of AT&T's Tariffs. Specific tariff features (e.g., a usage allowance per month) shall not be aggregated across multiple resold services.

4.3 If LTS of Rocky Mount cancels an order for resold services, any costs incurred by AT&T in conjunction with provisioning of such order will be recovered in accordance with AT&T's GSST and Private Line Services Tariffs.

#### **4.4 Service Jointly Provisioned with an Independent Company or CLEC**

4.4.1 AT&T will in some instances provision resold services in accordance with AT&T's GSST and Private Line Tariffs jointly with an Independent Company (ICO) or other CLEC.

4.4.2 When LTS of Rocky Mount assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the AT&T service area only.

- 4.4.3 Service terminating in an ICO or other CLEC area will be provisioned and billed by the ICO or other CLEC directly to LTS of Rocky Mount.
- 4.4.4 LTS of Rocky Mount must establish a billing arrangement with the ICO or other CLEC prior to assuming a customer account where such circumstances apply.
- 4.4.5 Specific guidelines regarding such services are available on the AT&T Wholesale – Southeast Region Web site.

## **5. Maintenance of Services**

- 5.1 Services resold pursuant to this Attachment and AT&T's GSST and Private Line Service Tariff and facilities and equipment provided by AT&T shall be maintained by AT&T.
- 5.2 LTS of Rocky Mount or its customers may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T except with the written consent of AT&T.
- 5.3 LTS of Rocky Mount accepts responsibility to notify AT&T of situations that arise that may result in a service problem.
- 5.4 LTS of Rocky Mount will contact the appropriate repair centers in accordance with procedures established by AT&T.
- 5.5 For all repair requests, LTS of Rocky Mount shall adhere to AT&T's prescreening guidelines prior to referring the trouble to AT&T.
- 5.6 AT&T reserves the right to contact LTS of Rocky Mount's customers, if deemed necessary, for maintenance purposes.

## **6. Discontinuance of Service**

- 6.1 The procedures for discontinuing service to a customer are as follows:
  - 6.1.1 AT&T will deny service to LTS of Rocky Mount's customer on behalf of, and at the request of, LTS of Rocky Mount. Upon restoration of the customer's service, restoral charges will apply and will be the responsibility of LTS of Rocky Mount.
  - 6.1.2 At the request of LTS of Rocky Mount, AT&T will disconnect a LTS of Rocky Mount customer.
  - 6.1.3 All requests by LTS of Rocky Mount for denial or disconnection of a customer for nonpayment must be in writing.
  - 6.1.4 LTS of Rocky Mount will be made solely responsible for notifying the customer of the proposed disconnection of the service.
  - 6.1.5 AT&T will continue to process calls made to the Annoyance Call Center and will advise LTS of Rocky Mount when it is determined that annoyance calls are originated from one of its customer's locations. AT&T shall be indemnified, defended and held harmless by LTS of Rocky Mount and/or the customer against any claim, loss or damage arising from providing this information to LTS of Rocky Mount. It is the responsibility of LTS of Rocky Mount to take the corrective action necessary with its customer who make annoying calls. (Failure to do so will result in AT&T's disconnecting the customer's service.)

## **7. White Pages Listings**

- 7.1 AT&T shall provide LTS of Rocky Mount and its end users access to white pages directory listings under the following terms:
  - 7.1.1 Listings. LTS of Rocky Mount shall provide all new, changed and deleted listings on a timely basis

and AT&T or its agent will include LTS of Rocky Mount residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between LTS of Rocky Mount and AT&T customers. LTS of Rocky Mount shall provide listing information in accordance with the procedures set forth in The AT&T Business Rules for Local Ordering found at AT&T's Wholesale – Southeast Region Web site.

- 7.1.2 Unlisted/Non-Published Customers. LTS of Rocky Mount will be required to provide to AT&T the names, addresses and telephone numbers of all LTS of Rocky Mount customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in AT&T's GSST and shall not be subject to the wholesale discount.
- 7.1.3 Inclusion of LTS of Rocky Mount Customers in Directory Assistance Database. AT&T will include and maintain LTS of Rocky Mount customer listings in AT&T's Directory Assistance databases. LTS of Rocky Mount shall provide such Directory Assistance listings to AT&T at no charge.
- 7.1.4 Listing Information Confidentiality. AT&T will afford LTS of Rocky Mount's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.
- 7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by AT&T at tariffed rates as set forth in AT&T's GSST and shall not be subject to the wholesale discount.
- 7.1.6 Rates. So long as LTS of Rocky Mount provides listing information to AT&T as set forth in Section 7.1.2 above, AT&T shall provide to LTS of Rocky Mount one (1) basic White Pages directory listing per LTS of Rocky Mount customer at no charge other than the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 2.
- 7.2 Directories. AT&T or its agent shall make available White Pages directories to LTS of Rocky Mount customer at no charge or as specified in a separate agreement between LTS of Rocky Mount and AT&T's agent.
- 7.3 Procedures for submitting LTS of Rocky Mount Subscriber Listing Information (SLI) are found in The AT&T Business Rules for Local Ordering found at AT&T's Wholesale – Southeast Region Web site.
- 7.3.1 LTS of Rocky Mount authorizes AT&T to release all LTS of Rocky Mount SLI provided to AT&T by LTS of Rocky Mount to qualifying third parties. Such LTS of Rocky Mount SLI shall be intermingled with AT&T's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to LTS of Rocky Mount for AT&T's receipt of LTS of Rocky Mount's SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent AT&T incurs costs to modify its systems to enable the release of LTS of Rocky Mount's SLI, or costs on an ongoing basis to administer the release of LTS of Rocky Mount's SLI, LTS of Rocky Mount shall pay to AT&T its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of LTS of Rocky Mount's SLI, LTS of Rocky Mount will be notified. If LTS of Rocky Mount does not wish to pay its proportionate share of these reasonable costs, LTS of Rocky Mount may instruct AT&T that it does not wish to release its SLI to independent publishers, and LTS of Rocky Mount shall amend this Agreement accordingly. LTS of Rocky Mount will be liable for all costs incurred until the effective date of the amendment.
- 7.3.3 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by LTS of Rocky Mount under this Agreement. LTS of Rocky Mount shall indemnify, except to the extent caused by AT&T's gross negligence or willful misconduct, hold harmless and defend AT&T and its

agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from AT&T's Tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate LTS of Rocky Mount listings or use of the SLI provided pursuant to this Agreement. AT&T may forward to LTS of Rocky Mount any complaints received by AT&T relating to the accuracy or quality of LTS of Rocky Mount listings.

7.3.4 Listings and subsequent updates will be released consistent with AT&T system changes and/or update scheduling requirements.

**8. Operator Services (Operator Call Processing and Directory Assistance)**

8.1 Operator Call Processing (OCP) provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls); (2) operator or automated assistance for billing after the customer has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and operator-assisted Directory Assistance (DA).

8.2 Upon request for AT&T OCP, AT&T shall:

8.2.1 Process 0+ and 0- dialed local calls.

8.2.2 Process 0+ and 0- intraLATA toll calls.

8.2.3 Process calls that are billed to LTS of Rocky Mount customer's calling card that can be validated by AT&T.

8.2.4 Process person-to-person calls.

8.2.5 Process collect calls.

8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.

8.2.7 Process station-to-station calls.

8.2.8 Process Busy Line Verify and ELI requests.

8.2.9 Process emergency call trace originated by PSAP.

8.2.10 Process operator-assisted DA calls.

8.2.11 Adhere to equal access requirements, providing LTS of Rocky Mount local customer the same IXC access that AT&T provides its own operator service (OS).

8.2.12 Exercise at least the same level of fraud control in providing OS to LTS of Rocky Mount that AT&T provides for its own OS.

8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.

8.2.14 Direct customer account and other similar inquiries to the customer service center designated by LTS of Rocky Mount.

8.3 Upon LTS of Rocky Mount's request AT&T shall provide call records to LTS of Rocky Mount in accordance with Optional Daily Usage File (ODUF) standards.

8.4 The interface requirements shall conform to the interface specifications for the platform used to provide OS as long as the interface conforms to industry standards.

**8.5**        DA Service

8.5.1        DA Service provides local and non-local customer telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

8.5.2        DA Service shall provide up to two (2) listing requests per call, if available and if requested by LTS of Rocky Mount's customer. AT&T shall provide caller-optional DA call completion service at rates set forth in AT&T's GSST to one of the provided listings.

8.6         DA Service Updates. AT&T shall update customer listings changes daily. These changes include:

8.6.1        New customer connections;

8.6.2        Customer disconnections;

8.6.3        Customer address changes; and

8.6.4        Non-listed and non-published numbers for use in emergencies.

**9.**         **Branding for Wholesale OCP and DA**

9.1         AT&T's branding feature provides a definable announcement to LTS of Rocky Mount's customers using AT&T's DA/OCP prior to placing such customers in queue or connecting them to an available operator or automated operator system. This feature allows LTS of Rocky Mount to have its calls custom branded with LTS of Rocky Mount's name on whose behalf AT&T is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D.

9.2         AT&T offers three (3) branding options to LTS of Rocky Mount when ordering AT&T's DA and OCP: AT&T Branding, Unbranding and Custom Branding.

9.3         LTS of Rocky Mount's order for Custom Branding is considered firm ten (10) business days after AT&T's receipt of the order. LTS of Rocky Mount may cancel its order more than ten (10) business days after AT&T's receipt of the order. LTS of Rocky Mount shall notify AT&T in writing and shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), LTS of Rocky Mount must contact its Local Service Specialist to initiate the order via the OLNS Branding Order form.

**9.4**        Branding via OLNS

9.4.1        AT&T Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, LTS of Rocky Mount shall not be required to purchase dedicated trunking.

9.4.2        AT&T Branding is the default branding offering.

9.4.3        For AT&T to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, LTS of Rocky Mount must have its OCN(s) and telephone numbers reside in AT&T's Line Information Database (LIDB). To implement Unbranding and Custom Branding via OLNS software, LTS of Rocky Mount must submit a manual order form which requires, among other things, LTS of Rocky Mount's OCN and a forecast, pursuant to the appropriate AT&T form provided, for the traffic volume anticipated for each AT&T Traffic Operator Position System (TOPS) during the peak busy hour. LTS of Rocky Mount shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon LTS of Rocky Mount's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all LTS of Rocky Mount customers served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

**10. LIDB**

10.1 AT&T LIDB stores current information on working telephone numbers and billing account numbers.

10.2 Where LTS of Rocky Mount is purchasing Resale services AT&T shall utilize AT&T's service order generated from LTS of Rocky Mount LSR's to populate LIDB with LTS of Rocky Mount's customer information. AT&T provides access to information in its LIDB, including LTS of Rocky Mount's customer information, to AT&T's LIDB customers via queries to LIDB.

10.2.1 When necessary for fraud control measures, AT&T may perform additions, updates and deletions of LTS of Rocky Mount data to the LIDB (e.g., calling card deactivation).

10.2.2 LTS of Rocky Mount will not be charged a fee for LIDB storage services provided by AT&T to LTS of Rocky Mount pursuant to this Attachment.

10.3 Responsibilities of the Parties

10.3.1 AT&T will administer the data provided by LTS of Rocky Mount pursuant to this Agreement in the same manner as AT&T administers its own data.

10.3.2 LTS of Rocky Mount is responsible for completeness and accuracy of the data being provided to AT&T.

10.3.3 AT&T shall not be responsible to LTS of Rocky Mount for any lost revenue which may result from AT&T's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by AT&T in its sole discretion from time to time.

**11. Revenue Accounting Office (RAO) Hosting**

11.2 RAO Hosting is not required for resale in the AT&T Southeast Region 9-State.

**12. Optional Daily Usage File (ODUF)**

12.1 The ODUF Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D.

12.2 AT&T will provide ODUF service upon written request.

**13. Enhanced Optional Daily Usage File (EODUF)**

13.1 The EODUF service Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for EODUF are as set forth in Exhibit D.

13.2 AT&T will provide EODUF service upon written request.

**EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 4)**

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days(Note 2&3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - < 90 Days (Note 2 & 3)	Yes	No	No	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	No	No	No	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall®Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Nonrecurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 EUCL Charge	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	yes
13 Inside Wire Maint. Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

**Applicable Notes:**

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to customers who would have qualified for the promotion had it been provided by AT&T directly. Promotions, if any, which are not required to be resold under applicable state or federal law or regulation may not be available.
3. Promotions shall be available only for the term set forth in the applicable tariff or other promotion documentation.
4. Some of AT&T's local exchange and toll Telecommunications Services are not available in certain central offices and areas.

**Optional Daily Usage File**

1. Upon written request from LTS of Rocky Mount, AT&T will provide the ODUF service to LTS of Rocky Mount pursuant to the terms and conditions set forth in this section.
2. LTS of Rocky Mount shall furnish all relevant information required by AT&T for the provision of the ODUF.
3. The ODUF feed provides LTS of Rocky Mount messages that were carried over the AT&T network and processed by AT&T for LTS of Rocky Mount.
4. Charges for ODUF will appear on LTS of Rocky Mount's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) Exchange Message Interface (EMI) record format.
6. ODUF Specifications
  - 6.1 ODUF Message to be Transmitted
    - 6.1.1 The following messages recorded by AT&T will be transmitted to LTS of Rocky Mount:
      - 6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.);
      - 6.1.1.2 Measured local calls;
      - 6.1.1.3 Directory Assistance messages;
      - 6.1.1.4 IntraLATA Toll;
      - 6.1.1.5 WATS and 800 Service;
      - 6.1.1.6 N11;
      - 6.1.1.7 Information Service Provider Messages;
      - 6.1.1.8 OS Messages;
      - 6.1.1.9 OS Message Attempted Calls;
      - 6.1.1.10 Credit/Cancel Records; and
      - 6.1.1.11 Usage for Voice Mail Message Service.
    - 6.1.2 Rated Incollects (messages AT&T receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with AT&T recorded rated and unrated usage. Rated Incollects will not be packed separately.
    - 6.1.3 AT&T will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to LTS of Rocky Mount.
    - 6.1.4 In the event that LTS of Rocky Mount detects a duplicate on ODUF they receive from AT&T, LTS of Rocky Mount will drop the duplicate message and will not return the duplicate to AT&T.



## 6.2 ODUF Physical File Characteristics

6.2.1 ODUF will be distributed to LTS of Rocky Mount via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN. If AT&T determines the Secure FTP Mailbox is nearing capacity levels, AT&T may move the customer to CONNECT:Direct file delivery.

6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between AT&T and LTS of Rocky Mount for the purpose of data transmission. Where a dedicated line is required, LTS of Rocky Mount will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. LTS of Rocky Mount will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be LTS of Rocky Mount's responsibility. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to LTS of Rocky Mount. Additionally, all message toll charges associated with the use of the dial circuit by LTS of Rocky Mount will be the responsibility of LTS of Rocky Mount. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on LTS of Rocky Mount's end for the purpose of data transmission will be the responsibility of LTS of Rocky Mount.

6.2.3 If LTS of Rocky Mount utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of LTS of Rocky Mount.

## 6.3 ODUF Packing Specifications

6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to LTS of Rocky Mount which AT&T RAO is sending the message. AT&T and LTS of Rocky Mount will use the invoice sequencing to control data exchange. AT&T will be notified of sequence failures identified by LTS of Rocky Mount and resend the data as appropriate.

## 6.4 ODUF Pack Rejection

6.4.1 LTS of Rocky Mount will notify AT&T within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. LTS of Rocky Mount will not be required to return the actual rejected data to AT&T. Rejected packs will be corrected and retransmitted to LTS of Rocky Mount by AT&T.

## 6.5 ODUF Control Data

6.5.1 LTS of Rocky Mount will send one confirmation record per pack that is received from AT&T. This confirmation record will indicate LTS of Rocky Mount's receipt of the pack and the acceptance or

rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by LTS of Rocky Mount for reasons stated in the above section.

6.6

ODUF Testing

6.6.1

Upon request from LTS of Rocky Mount, AT&T shall send ODUF test files to LTS of Rocky Mount. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, AT&T shall request that LTS of Rocky Mount set up a production (live) file. The live test may consist of LTS of Rocky Mount's employees making test calls for the types of services LTS of Rocky Mount requests on ODUF. These test calls are logged by LTS of Rocky Mount, and the logs are provided to AT&T. These logs will be used to verify the files. Testing will be completed within thirty (30) days from the date on which the initial test file was sent.

**Enhanced Optional Daily Usage File**

1. Upon written request from LTS of Rocky Mount, AT&T will provide the EODUF service to LTS of Rocky Mount pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. LTS of Rocky Mount shall furnish all relevant information required by AT&T for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for EODUF will appear on LTS of Rocky Mount's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D.
5. All messages will be in the standard ATIS EMI record format.
6. Messages that error in the billing system of LTS of Rocky Mount will be the responsibility of LTS of Rocky Mount. If, however, LTS of Rocky Mount should encounter significant volumes of errored messages that prevent processing by LTS of Rocky Mount within its systems, AT&T will work with LTS of Rocky Mount to determine the source of the errors and the appropriate resolution.
7. EODUF Specifications
  - 7.1 EODUF Usage To Be Transmitted
    - 7.1.1 The following messages recorded by AT&T will be transmitted to LTS of Rocky Mount:
      - 7.1.1.1 Customer usage data for flat rated local calls originating from LTS of Rocky Mount's customer lines (1FB or 1FR). The EODUF record for flat rate messages will include:
        - 7.1.1.1.1 Date of Call
        - 7.1.1.1.2 From Number
        - 7.1.1.1.3 To Number
        - 7.1.1.1.4 Connect Time
        - 7.1.1.1.5 Conversation Time
        - 7.1.1.1.6 Method of Recording
        - 7.1.1.1.7 From RAO
        - 7.1.1.1.8 Rate Class
        - 7.1.1.1.9 Message Type
        - 7.1.1.1.10 Billing Indicators
        - 7.1.1.1.11 Bill to Number
      - 7.1.2 AT&T will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to LTS of Rocky Mount.

- 7.1.3 In the event that LTS of Rocky Mount detects a duplicate on EODUF they receive from AT&T, LTS of Rocky Mount will drop the duplicate message and will not return the duplicate to AT&T.
- 7.2 EODUF Physical File Characteristics
- 7.2.1 EODUF feed will be distributed to LTS of Rocky Mount via FTP. The EODUF messages will be intermingled among LTS of Rocky Mount's ODUF messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If AT&T determines the Secure FTP mailbox is nearing capacity levels, AT&T may move the customer to CONNECT:Direct file delivery.
- 7.2.2 Data circuits (private line or dial-up) may be required between AT&T and LTS of Rocky Mount for the purpose of data transmission. Where a dedicated line is required, LTS of Rocky Mount will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. LTS of Rocky Mount will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to LTS of Rocky Mount. Additionally, all message toll charges associated with the use of the dial circuit by LTS of Rocky Mount will be the responsibility of LTS of Rocky Mount. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on LTS of Rocky Mount's end for the purpose of data transmission will be the responsibility of LTS of Rocky Mount.
- 7.2.3 If LTS of Rocky Mount utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of LTS of Rocky Mount.
- 7.3 EODUF Packing Specifications
- 7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.
- 7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to LTS of Rocky Mount which AT&T RAO is sending the message. AT&T and LTS of Rocky Mount will use the invoice sequencing to control data exchange. AT&T will be notified of sequence failures identified by LTS of Rocky Mount and resend the data as appropriate.

RESALE DISCOUNTS & RATES - Alabama											Alt: 1 Exh: D				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>RESALE APPLICABLE DISCOUNTS</b>															
	Residence %					16.30									
	Business %					16.30									
	CSAs %					16.30									
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00						
<b>ODUF/EODUF SERVICES</b>															
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.000011									
	ODUF: Message Processing, per message					0.004101									
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67									
	ODUF: Data Transmission (CONNECT/DIRECT), per message					0.000094									
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>															
	EODUF: Message Processing, per message					0.22									
<b>DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>															
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
<b>DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					16.00	16.00								
<b>OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
<b>OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - Florida											Att: 1 Exh: D							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)					
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc
							First	Add'l	First	Add'l								
<b>RESALE APPLICABLE DISCOUNTS</b>																		
	Residence %					21.83												
	Business %					16.81												
	CSAs %					16.81												
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																		
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc	3.50	0.00	3.50	0.00									
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00									
<b>ODUF/EODUF SERVICES</b>																		
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																		
	ODUF: Recording, per message					0.0000071												
	ODUF: Message Processing, per message					0.002146												
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91												
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375												
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																		
	EODUF: Message Processing, per message					0.080698												
<b>DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																		
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00										
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00										
<b>DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																		
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00										
	Loading of DA per Switch per OCN						16.00	16.00										
<b>OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																		
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00										
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00										
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00										
<b>OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																		
	Loading of OA per OCN (Regional)						1,200.00	1,200.00										

RESALE DISCOUNTS & RATES - Georgia											Att: 1 Exh: D												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
														First	Add'l	First	Add'l						
<b>RESALE APPLICABLE DISCOUNTS</b>																							
	Residence %					20.30																	
	Business %					17.30																	
	CSAs %					17.30																	
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																							
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																							
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00														
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00														
<b>ODUF/EODUF SERVICES</b>																							
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																							
	ODUF: Recording, per message					0.000007																	
	ODUF: Message Processing, per message					0.002165																	
	ODUF: Message Processing, per Magnetic Tape provisioned					36.02																	
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010888																	
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																							
	EODUF: Message Processing, per message					0.229077																	
<b>DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																							
	Recording of DA Custom Branded Announcement					3,000.00		3,000.00															
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00		1,170.00															
<b>DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																							
	Loading of DA per OCN (1 OCN per Order)					420.00		420.00															
	Loading of DA per Switch per OCN					16.00		16.00															
<b>OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																							
	Recording of Custom Branded OA Announcement					7,000.00		7,000.00															
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00		500.00															
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00		1,170.00															
<b>OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																							
	Loading of OA per OCN (Regional)					1,200.00		1,200.00															

RESALE DISCOUNTS & RATES - Kentucky											Att: 1 Exh: D						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)					
												Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc
							First	Add'l	First	Add'l							
<b>RESALE APPLICABLE DISCOUNTS</b>																	
	Residence %					16.79											
	Business %					15.54											
	CSAs %					15.54											
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																	
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																	
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc	3.50	0.00	3.50	0.00								
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00								
<b>ODUF/EODUF SERVICES</b>																	
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																	
	ODUF: Recording, per message					0.0000136											
	ODUF: Message Processing, per message					0.002506											
	ODUF: Message Processing, per Magnetic Tape provisioned					35.90											
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010372											
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																	
	EODUF: Message Processing, per message					0.235889											
<b>DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																	
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00									
<b>DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																	
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00									
	Loading of DA per Switch per OCN						16.00	16.00									
<b>OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																	
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00									
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00									
<b>OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																	
	Loading of OA per OCN (Regional)						1,200.00	1,200.00									



RESALE DISCOUNTS & RATES - Louisiana														Alt: 1 Exh: D									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l											
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
														First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>RESALE APPLICABLE DISCOUNTS</b>																							
	Residence %					20.72																	
	Business %					20.72																	
	CSAs %					9.05																	
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																							
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																							
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc	3.50	0.00	3.50	0.00														
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00														
<b>ODUF/EODUF SERVICES</b>																							
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																							
	ODUF: Recording, per message					0.0000117																	
	ODUF: Message Processing, per message					0.004841																	
	ODUF: Message Processing, per Magnetic Tape provisioned					48.45																	
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010568																	
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																							
	EODUF: Message Processing, per message					0.250015																	
<b>DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																							
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00															
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00															
<b>DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																							
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00															
	Loading of DA per Switch per OCN						16.00	16.00															
<b>OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																							
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00															
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00															
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00															
<b>OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																							
	Loading of OA per OCN (Regional)						1,200.00	1,200.00															

RESALE DISCOUNTS & RATES - Mississippi											Att: 1 Exh: D					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>RESALE APPLICABLE DISCOUNTS</b>																
	Residence %					15.75										
	Business %					15.75										
	CSAs %					15.75										
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc	3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
<b>ODUF/ODUF SERVICES</b>																
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																
	ODUF: Recording, per message					0.000063										
	ODUF: Message Processing, per message					0.004707										
	ODUF: Message Processing, per Magnetic Tape provisioned					49.04										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010669										
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																
	EODUF: Message Processing, per message					0.250424										
<b>DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
<b>DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
<b>OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shell/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
<b>OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - North Carolina											Att: 1 Exh: D				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>RESALE APPLICABLE DISCOUNTS</b>															
	Residence %					21.50									
	Business %					17.60									
	CSAs %					17.60									
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMEc	3.50	0.00	3.50	0.00				
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMAN	19.99	0.00	19.99	0.00				
<b>ODUF/EODUF SERVICES</b>															
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.0000174									
	ODUF: Message Processing, per message					0.001647									
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00011029									
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>															
	EODUF: Message Processing, per message					0.131005									
<b>DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>															
	Recording of DA Custom Branded Announcement							3,000.00	3,000.00						
	Loading of DA Custom Branded Announcement per Switch per OCN							1,170.00	1,170.00						
<b>DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>															
	Loading of DA per OCN (1 OCN per Order)							420.00	420.00						
	Loading of DA per Switch per OCN							16.00	16.00						
<b>OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>															
	Recording of Custom Branded OA Announcement							7,000.00	7,000.00						
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN							500.00	500.00						
	Loading of OA Custom Branded Announcement per Switch per OCN							1,170.00	1,170.00						
<b>OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>															
	Loading of OA per OCN (Regional)							1,200.00	1,200.00						

RESALE DISCOUNTS & RATES - South Carolina											Att: 1 Exh: D								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)	
													SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
<b>RESALE APPLICABLE DISCOUNTS</b>																			
	Residence %					14.80													
	Business %					14.80													
	CSAs %					8.98													
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																			
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00										
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00										
<b>ODUF/EODUF SERVICES</b>																			
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																			
	ODUF: Recording, per message					0.0000216													
	ODUF: Message Processing, per message					0.004704													
	ODUF: Message Processing, per Magnetic Tape provisioned					48.87													
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010863													
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																			
	EODUF: Message Processing, per message					0.258301													
<b>DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																			
	Recording of DA Custom Branded Announcement							3,000.00	3,000.00										
	Loading of DA Custom Branded Announcement per Switch per OCN							1,170.00	1,170.00										
<b>DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																			
	Loading of DA per OCN (1 OCN per Order)							420.00	420.00										
	Loading of DA per Switch per OCN							18.00	18.00										
<b>OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																			
	Recording of Custom Branded OA Announcement							7,000.00	7,000.00										
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN							500.00	500.00										
	Loading of OA Custom Branded Announcement per Switch per OCN							1,170.00	1,170.00										
<b>OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																			
	Loading of OA per OCN (Regional)							1,200.00	1,200.00										

RESALE DISCOUNTS & RATES - Tennessee											Att: 1 Exh: D								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring First	Add'l	Nonrecurring First							Disconnect Add'l	OSS Rates(\$)		
														SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
<b>RESALE APPLICABLE DISCOUNTS</b>																			
	Residence %					16.00													
	Business %					16.00													
	CSAs %					16.00													
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																			
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00										
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00										
<b>ODUF/EODUF SERVICES</b>																			
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																			
	ODUF: Recording, per message					0.0000044													
	ODUF: Message Processing, per message					0.002446													
	ODUF: Message Processing, per Magnetic Tape provisioned					35.54													
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339													
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																			
	EODUF: Message Processing, per message					0.229779													
<b>DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																			
	Recording of DA Custom Branded Announcement					3,000.00													
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00													
<b>DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																			
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00												
	Loading of DA per Switch per OCN					18.00	18.00												
<b>OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																			
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00												
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00												
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00												
<b>OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																			
	Loading of OA per OCN (Regional)					1,200.00	1,200.00												

**Attachment 2**

**Pre-Ordering, Ordering, Provisioning,  
Maintenance and Repair**

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1.	Quality of Pre-Ordering, Ordering, Provisioning, Maintenance and Repair .....	3
2.	Access to Operations Support Systems .....	3
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**PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR****1. Quality of Pre-Ordering, Ordering, Provisioning, Maintenance and Repair**

- 1.1 AT&T shall provide to LTS of Rocky Mount nondiscriminatory access to its OSS and the necessary information contained therein in order that LTS of Rocky Mount can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide LTS of Rocky Mount with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at AT&T's Wholesale – Southeast Region Web site. AT&T shall ensure that its OSS are designed to accommodate requests for both current and projected demands of LTS of Rocky Mount and other CLECs in the aggregate.

**2. Access to Operations Support Systems**

- 2.1 AT&T shall provide to LTS of Rocky Mount nondiscriminatory access to its OSS and the necessary information contained therein in order that LTS of Rocky Mount can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of LTS of Rocky Mount to obtain the technical capability to access and utilize AT&T's OSS interfaces. Specifications for LTS of Rocky Mount's access and use of AT&T's electronic interfaces are set forth at AT&T's Wholesale – Southeast Region Web site.

- 2.1.1 LTS of Rocky Mount agrees to comply with the provisions of the OSS Interconnection Volume Guidelines as set forth at AT&T's Wholesale – Southeast Region Web site.

**2.2 Pre-Ordering**

- 2.2.1 AT&T will provide electronic access to its OSS and the information contained therein in order that LTS of Rocky Mount can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at AT&T's Wholesale – Southeast Region Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.

- 2.2.2 AT&T shall provide to LTS of Rocky Mount electronic access to customer service record information in accordance with the applicable performance intervals referenced in Attachment 4. If electronic access is not available, AT&T shall provide to LTS of Rocky Mount such information within twenty-four (24) hours. LTS of Rocky Mount shall provide to AT&T access to customer record information, including circuit numbers associated with each telephone number where applicable. LTS of Rocky Mount shall provide such information within four (4) hours after request



via electronic access where available. If electronic access is not available, LTS of Rocky Mount shall provide to AT&T paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. LTS of Rocky Mount shall provide to AT&T such customer service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

- 2.2.3 The Parties agree not to view, copy, or otherwise obtain access to the other Party's customer record information about any of the other Party's customers without that customer's permission. LTS of Rocky Mount will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. AT&T reserves the right to audit LTS of Rocky Mount's access to customer record information. If AT&T has reason to believe, through its audit or by any other means, that LTS of Rocky Mount is accessing customer record information without having obtained the proper customer authorization, AT&T upon reasonable notice to LTS of Rocky Mount may take corrective action, including but not limited to suspending or terminating LTS of Rocky Mount's access to AT&T's pre-ordering and ordering OSS, and the provisioning of pending and existing services.

2.3 Ordering

- 2.3.1 AT&T will make available to LTS of Rocky Mount electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests. Specifications for access and use of AT&T's electronic interfaces are set forth at AT&T's Wholesale – Southeast Region Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.
- 2.3.2 LTS of Rocky Mount shall place orders for services by submitting a LSR to AT&T. AT&T shall bill LTS of Rocky Mount an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. AT&T shall bill LTS of Rocky Mount a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g., mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its PON.
- 2.3.2.1 LTS of Rocky Mount may submit an LSR to request that a customer's service be temporarily suspended, denied, or restored. Alternatively, LTS of Rocky Mount may submit a list of such customers if LTS of Rocky Mount provides a separate PON for each location on the list. AT&T will bill an electronic or manual service order charge for each location.
- 2.3.2.2 AT&T will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 2.3.2.3 Notwithstanding the foregoing, AT&T will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

2.3.2.4 AT&T shall return a Firm Order Confirmation (FOC) or LSR clarification in accordance with the applicable performance intervals referenced in Attachment 4. LTS of Rocky Mount shall provide to AT&T a FOC within twenty-four (24) hours of the receipt from AT&T of a complete and accurate LSR, exclusive of Saturdays, Sundays and holidays. LTS of Rocky Mount shall provide to AT&T an LSR clarification within twenty-four (24) hours of the receipt from AT&T of an incomplete and inaccurate LSR, exclusive of Saturdays, Sundays and holidays.

2.4 Provisioning

2.4.1 AT&T shall provision services during its regular working hours. To the extent LTS of Rocky Mount requests provisioning of service to be performed outside AT&T's regular working hours, or the work so requested requires AT&T's technicians or project managers to work outside of regular working hours, overtime charges set forth in AT&T's intrastate Access Services Tariff, Section E13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by an AT&T technician or project manager during his or her scheduled shift and AT&T does not incur any overtime charges in performing the work on behalf of LTS of Rocky Mount, AT&T will not assess LTS of Rocky Mount additional charges beyond the rates and charges specified in this Agreement.

2.4.2 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by LTS of Rocky Mount (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill LTS of Rocky Mount for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.

2.4.3 Cancellation Charges. If LTS of Rocky Mount cancels an LSR for resold services subsequent to AT&T's generation of a service order, any costs incurred by AT&T in conjunction with provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on BellSouth's Wholesale – Southeast Region Web site. In addition, AT&T reserves the right to assess cancellation charges if LTS of Rocky Mount fails to respond within nine (9) business days to a Missed Appointment order notification.

2.5 Maintenance and Repair

2.5.1 AT&T will make available to LTS of Rocky Mount electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of AT&T's maintenance and repair electronic interfaces are set forth at AT&T's Wholesale – Southeast Region Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. AT&T and LTS of Rocky Mount agree to adhere to AT&T's Operational Understanding. The Operational Understanding may be accessed via BellSouth's Wholesale – Southeast Region Web site.

- 2.5.2 If LTS of Rocky Mount reports a trouble and no trouble is found in AT&T's network, AT&T will charge LTS of Rocky Mount a Trouble Determination Charge or Trouble Location Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the working status. AT&T will assess the Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff.
- 2.5.3 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by LTS of Rocky Mount (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill LTS of Rocky Mount for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff.
- 2.6 **Billing.** AT&T will provide LTS of Rocky Mount nondiscriminatory access to billing information as specified in Attachment 3.
- 2.7 **Change Management.** The Parties agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The Parties agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to AT&T's electronic interfaces, AT&T's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to LTS of Rocky Mount at AT&T's Wholesale – Southeast Region Web site.
- 2.8 **Rates.** Unless otherwise specified herein, charges for the use of AT&T's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in Exhibit D of Attachment 1.
- 3. Miscellaneous**
- 3.1 **Pending Orders.** To the extent that LTS of Rocky Mount submits an LSR with incomplete, incorrect or conflicting information, AT&T will return the LSR to LTS of Rocky Mount for clarification. LTS of Rocky Mount shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If LTS of Rocky Mount does not submit a supplement LSR within thirty (30) days, AT&T will cancel the original LSR and LTS of Rocky Mount shall be required to submit a new LSR, with a new PON.
- 3.2 **Single Point of Contact.** LTS of Rocky Mount will be the single point of contact with AT&T for ordering activity for resold services used by LTS of Rocky Mount to provide services to its customers, except that AT&T may accept a request directly from another CLEC, or AT&T, acting with authorization of the affected customer. LTS of Rocky Mount and AT&T shall each execute a blanket LOA with respect to customer requests so that prior proof of customer authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal

law and industry and regulatory guidelines. Pursuant to a request from another carrier, AT&T may disconnect any resold service being used by LTS of Rocky Mount to provide service to that customer and may reuse such facilities to enable such other carrier to provide service to the customer. AT&T will notify LTS of Rocky Mount that such a request has been processed but will not be required to notify LTS of Rocky Mount in advance of such processing.

3.2.1 Neither Party shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2.2 Use of Facilities. When a customer of LTS of Rocky Mount elects to discontinue service and to transfer service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to LTS of Rocky Mount, regardless whether those facilities are provided as Network Elements or as part of a resold service, and regardless of whether the end user served with such facilities has paid all charges to LTS of Rocky Mount or has been denied service for nonpayment or otherwise. AT&T will notify LTS of Rocky Mount that such a request has been processed after the disconnect order has been completed.

3.3 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week. AT&T will close trouble tickets after making a reasonable effort to contact LTS of Rocky Mount for authorization to close a ticket. AT&T will place trouble tickets in delayed maintenance status after making a reasonable effort to contact LTS of Rocky Mount to request additional information or to request authorization for additional work deemed necessary by AT&T.

3.4 Subscription Functions. In cases where AT&T performs subscription functions for an IXC (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), AT&T will in all possible instances provide the affected IXCs with the OCN of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.

3.4.1 When LTS of Rocky Mount's customer, served by resale, changes its PIC or LPIC, and per AT&T's FCC or state tariff the interexchange carrier elects to charge the customer the PIC or LPIC change charge, AT&T will bill the PIC or LPIC change charge to LTS of Rocky Mount, which has the billing relationship with that customer, and LTS of Rocky Mount may pass such charge to the customer.

#### **4. LNP in Conjunction with Resale**

4.1 Where LTS of Rocky Mount purchases resold services from AT&T, pursuant to Attachment 1 of this Agreement, the Parties shall adhere to the following processes:

4.1.1 When LTS of Rocky Mount submits an LSR for services, if the telephone number associated with the services requested resides in a switch other than AT&T's, then AT&T will submit an LNP LSR to the appropriate switch owner. LTS of Rocky Mount shall be responsible for reimbursing AT&T for any costs or charges imposed on AT&T by the switch owner resulting from the submission of the LNP LSR. In addition, LTS of Rocky Mount shall pay to AT&T the manual service order charges or electronic service order charges as specified in Exhibit A of Attachment 2 for AT&T's creation and submission of the LNP LSR to the appropriate switch owner.

**Attachment 3**

**Billing**

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**1. Payment and Billing Arrangements..... 3**

**2. Billing Disputes ..... 8**

**Rates.....Exhibit A**

## BILLING

### 1. **Payment and Billing Arrangements**

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 AT&T will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to LTS of Rocky Mount under this Agreement. AT&T will use its best efforts to format bills in CABS Billing Output Specification (CBOS) standard format. AT&T's billing format may change in accordance with applicable industry standards; provided, however, that AT&T may, in some instances, not apply CBOS standard format for certain types of billing for certain products and services. Billing in a format other than CBOS shall not be the basis of any LTS of Rocky Mount dispute or withholding of payment.
- 1.1.1 For any service(s) AT&T receives from LTS of Rocky Mount, LTS of Rocky Mount shall bill AT&T in CBOS format.
- 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to AT&T.
- 1.1.3 AT&T will render bills each month on established bill days for each of LTS of Rocky Mount's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in AT&T's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in AT&T's Non-Regulated Services Pricing List N6.
- 1.1.4 AT&T will bill LTS of Rocky Mount in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
- 1.1.4.1 For resold services, charges for services will be calculated on an individual customer account level, including, if applicable, any charge for usage or usage allowances. AT&T will also bill LTS of Rocky Mount, and LTS of Rocky Mount will be responsible for and remit to AT&T, all charges applicable to said services including but not limited to 911 and E911 charges, EUCL charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.
- 1.1.5 AT&T will not perform billing and collection services for LTS of Rocky Mount as a result of the execution of this Agreement.
- 1.2 Establishing Accounts and Subsequent State Certifications. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, LTS of Rocky Mount will provide the appropriate AT&T Local Service Specialist responsible for new CLEC activation, the necessary documentation to enable AT&T to establish accounts for resold services. Such documentation shall include the Application for Master Account,

if applicable, proof of authority to provide Telecommunications Services, the appropriate OCN for each state as assigned by the NECA, CIC, if applicable, ACNA, if applicable, AT&T's blanket form LOA, Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, LTS of Rocky Mount may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from LTS of Rocky Mount.

- 1.2.1 Company Identifiers. If LTS of Rocky Mount needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when LTS of Rocky Mount has already been conducting business utilizing those Company Identifiers, LTS of Rocky Mount shall follow the Mergers and Acquisitions Process as described on AT&T's Wholesale – Southeast Region Web site, and shall be subject to separately negotiated rates, terms and conditions.
- 1.2.2 Tax Exemption. It is the responsibility of LTS of Rocky Mount to provide AT&T with a properly completed tax exemption certificate in the current version of the form customarily used by AT&T and at intervals required by the appropriate taxing authorities or reasonably requested by AT&T. A tax exemption certificate must be supplied for each individual LTS of Rocky Mount entity purchasing Services under this Agreement. Upon AT&T's receipt of a properly completed tax exemption certificate, subsequent billings to LTS of Rocky Mount will not include those taxes or fees from which LTS of Rocky Mount is exempt. Prior to receipt of a properly completed exemption certificate, AT&T shall bill, and LTS of Rocky Mount shall pay all applicable taxes and fees. In the event that LTS of Rocky Mount believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to AT&T's receipt of a properly completed exemption certificate, AT&T shall assign to LTS of Rocky Mount its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by AT&T, AT&T shall, after receiving a written request from LTS of Rocky Mount and at LTS of Rocky Mount's sole expense, pursue such refund claim on behalf of LTS of Rocky Mount, provided that LTS of Rocky Mount promptly reimburses AT&T for any costs and expenses incurred by AT&T in pursuing such refund claim, and provided further, that AT&T shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to LTS of Rocky Mount or to deduct any such outstanding costs and expenses from any amounts owed by AT&T to LTS of Rocky Mount if no refund is obtained. LTS of Rocky Mount shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by LTS of Rocky Mount to its customers.
- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon AT&T's request, LTS of Rocky Mount shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding LTS of Rocky Mount's credit and financial condition. Based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding LTS of Rocky Mount's credit and financial condition, AT&T reserves the right to require LTS of Rocky Mount to provide AT&T with a suitable form of security deposit for LTS of Rocky Mount's account(s). If, in AT&T's sole discretion, circumstances so warrant and/or LTS of Rocky Mount's gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in LTS of Rocky Mount's "accounts receivables and proceeds".



- 1.3.1 Security deposit shall take the form of cash, an irrevocable letter of credit (AT&T form), surety bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by LTS of Rocky Mount and accepted by AT&T. Any such security deposit shall in no way release LTS of Rocky Mount from its obligation to make complete and timely payments of its bill(s). If AT&T requires LTS of Rocky Mount to provide a security deposit, LTS of Rocky Mount shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of AT&T's request, as applicable. Security deposit request notices will be sent to LTS of Rocky Mount via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's GSST.
- 1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing for services pursuant to this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if LTS of Rocky Mount has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either LTS of Rocky Mount or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, LTS of Rocky Mount and AT&T shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event LTS of Rocky Mount fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to LTS of Rocky Mount may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, AT&T shall apply any security deposit to LTS of Rocky Mount's final bill for its account(s). If no bill is rendered to LTS of Rocky Mount, AT&T shall, nevertheless, apply any security deposit to LTS of Rocky Mount's outstanding balance.
- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by LTS of Rocky Mount as security under this Agreement, LTS of Rocky Mount shall renew such letter of credit or provide AT&T with evidence that LTS of Rocky Mount has obtained a suitable replacement for the letter of credit. If LTS of Rocky Mount fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to draw down the full amount of such letter of credit and utilize the cash proceeds as security for LTS of Rocky Mount accounts(s). If LTS of Rocky Mount provides a security deposit or additional security deposit in the form of a surety bond as required herein, LTS of Rocky Mount shall renew the surety bond or provide AT&T with evidence that LTS of Rocky Mount has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If LTS of Rocky Mount fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for LTS of Rocky Mount's account(s). If the credit rating of any bonding company that has provided LTS of Rocky Mount with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to LTS of Rocky Mount that LTS of Rocky Mount must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If LTS of Rocky Mount fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash

proceeds as security for LTS of Rocky Mount's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized, in its sole discretion, to draw down the full amount of any letter of credit or take action on any surety bond provided by LTS of Rocky Mount as security hereunder if LTS of Rocky Mount defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein and apply the cash proceeds to any outstanding balance on LTS of Rocky Mount's accounts and utilize any remaining cash proceeds as security for LTS of Rocky Mount's account(s).

- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of LTS of Rocky Mount. LTS of Rocky Mount shall pay invoices by utilizing wire transfer services or automatic clearing house services. LTS of Rocky Mount shall make payment to AT&T for all services billed including disputed amounts. AT&T will not become involved in billing disputes that may arise between LTS of Rocky Mount and LTS of Rocky Mount's customer.
- 1.4.1 Payment Due. Payment for services provided by AT&T, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to LTS of Rocky Mount's accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. If AT&T does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.
- 1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.2, below, shall apply.
- 1.4.1.2 Late Payment. If any portion of the payment is not received by AT&T on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of AT&T's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the AT&T intrastate Access Services Tariff, or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, LTS of Rocky Mount may be charged a fee for all returned checks at the rate set forth in Section A2 of AT&T's GSST or pursuant to the applicable state law.
- 1.5 Discontinuing Service to LTS of Rocky Mount. The procedures for discontinuing service to LTS of Rocky Mount are as follows:
- 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:

- 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.
- 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's customers. Additionally, at the time of Discontinuance, AT&T will remove any Local Service Freezes in place on the billed Party's customers.
- 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
- 1.5.2 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by LTS of Rocky Mount of the rules and regulations of AT&T's tariffs.
- 1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to LTS of Rocky Mount that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1 above: (1) within fifteen (15) days following such notice for CRIS billed services; and (2) within seven (7) days following such notice for security deposit requests.
- 1.5.3.1 The Suspension notice shall also provide that all past due charges for CRIS billed services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS billed services.
- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, AT&T will provide written notice that AT&T may Discontinue the provision of existing services to LTS of Rocky Mount if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1 above, within thirty (30) days following such written notice; provided, however, that AT&T may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.4.1 below.
- 1.5.4.1 AT&T may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) LTS of Rocky Mount has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

- (1) AT&T has sent the subject bill(s) to LTS of Rocky Mount within seven (7) business days of the bill date(s), verifiable by records maintained by AT&T:
  - i. in paper or CDROM form via the United States Postal Service (USPS), or
  - ii. in magnetic tape form via overnight delivery, or
  - iii. via electronic transmission; or
- (2) AT&T has sent the subject bill(s) to LTS of Rocky Mount, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.4.2 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.5.4.3 LTS of Rocky Mount is solely responsible for notifying the customer of the Discontinuance of service. If, within seven (7) days after LTS of Rocky Mount's services have been Discontinued, LTS of Rocky Mount pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of AT&T's GSST, then AT&T will reestablish service for LTS of Rocky Mount.

1.5.5 Termination. If within seven (7) days after LTS of Rocky Mount's service has been Discontinued and LTS of Rocky Mount has failed to pay all past due charges as described above, then LTS of Rocky Mount's service will be Terminated.

## 2. **Billing Disputes**

2.1 LTS of Rocky Mount shall electronically submit all billing disputes to AT&T using the form specified by AT&T. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of AT&T's denial, or partial denial, of the billing dispute, if LTS of Rocky Mount is not satisfied with AT&T's resolution of the billing dispute or if no response to the billing dispute has been received by LTS of Rocky Mount by such sixtieth (60<sup>th</sup>) day, LTS of Rocky Mount must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on AT&T's Wholesale – Southeast Region Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with General Terms and Conditions.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by AT&T within twelve (12) months of the submission of such dispute. LTS of Rocky Mount agrees not to submit billing disputes for amounts billed more than twelve (12) months prior to submission of a billing dispute filed for amounts billed. The billing dispute must be clearly explained by LTS of Rocky Mount and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within AT&T's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by AT&T. Claims by

LTS of Rocky Mount for damages of any kind will not be considered a billing dispute for purposes of this Section. If AT&T resolves the billing dispute, in whole or in part, in favor of LTS of Rocky Mount, any credits and interest due to LTS of Rocky Mount as a result thereof shall be applied to LTS of Rocky Mount's account by AT&T upon resolution of the billing dispute.

**Attachment 4**

**Service Quality Measurements**

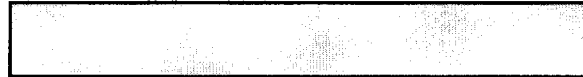
## **Service Quality Measurements**

Upon a particular Commission's issuance of an order pertaining to Service Quality Measurements in a proceeding expressly applicable to all CLECs generally, AT&T shall implement in that state such Service Quality Measurements as of the date specified by the Commission. Service Quality Measurements that have been ordered in a particular state can currently be accessed via the internet at <http://pmap.wholesale.att.com>.

## Attachment 5

### AT&T Disaster Recovery Plan

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## 1.0 PURPOSE

In the unlikely event of a disaster occurring that affects AT&T's long-term ability to deliver traffic to a CLEC, general procedures have been developed by AT&T to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available at the following Web site: [http://wholesale.att.com/products\\_and\\_services/access/intelligent\\_network\\_services/tsp.html](http://wholesale.att.com/products_and_services/access/intelligent_network_services/tsp.html). Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

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

## 2.0 SINGLE POINT OF CONTACT

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

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

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

## 3.0 IDENTIFYING THE PROBLEM

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

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

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

### **3.1 SITE CONTROL**

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

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

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

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

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

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

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

### **3.2 ENVIRONMENTAL CONCERNS**

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

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

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

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

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

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

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

### **4.0 THE ECC**

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

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

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

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

## **5.0 RECOVERY PROCEDURES**

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

### **5.1 CLEC OUTAGE**

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

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

### **5.2 AT&T OUTAGE**

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

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

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

### **5.2.1 Loss of a CO**

When AT&T loses a CO, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency.

### **5.2.2 Loss of a CO with SWC Functions**

The loss of a CO that also serves as a SWC will be restored as described in Section 5.2.1.

### **5.2.3 Loss of a CO with Tandem Functions**

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

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

### **5.2.4 Loss of a Facility Hub**

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

- a) Placing specialists and emergency equipment on notice;

- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T Maintenance database prior to the emergency; and
- e) If necessary, AT&T will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

### **5.3 COMBINED OUTAGE (CLEC AND AT&T EQUIPMENT)**

In some instances, a disaster may impact AT&T's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since AT&T and the CLECs will be utilizing temporary equipment, close coordination will be required.

### **6.0 T1 IDENTIFICATION PROCEDURES**

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

## 7.0 ACRONYMS

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

### **Hurricane Information**

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

Hurricane-related information can also be found on line at [http://wholesale.att.com/alerts\\_and\\_notifications/network/disaster/hurricane/index.html](http://wholesale.att.com/alerts_and_notifications/network/disaster/hurricane/index.html). Information concerning Mechanized Disaster Reports can also be found at this Web site by clicking on CURRENT MDR REPORTS or by going directly to <http://wholesale.att.com/network/disaster/mdrdocs/DisasterStatus.html>.

### **BST Disaster Management Plan**

AT&T maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.



**DOCKET 120201-TX**

**LTS OF ROCKY MOUNT, LLC'S REQUEST  
FOR CONFIDENTIAL CLASSIFICATION**

**COMMISSION STAFF  
GENERAL DATA REQUEST**

**ATTACHMENT 2**

**OFFICIAL COPY**



Voice | Data | Internet | Wireless | Entertainment

**EMBARQ™**

Embarq  
Mailstop: NCWKFR0313  
14111 Capital Boulevard  
Wake Forest, NC 27587  
embarq.com

July 15, 2008

Via U.S. Mail

Ms. Renne Vance  
Chief Clerk  
North Carolina Utilities Commission  
4325 Mail Service Center  
Raleigh, North Carolina 27699-4325

**FILED**

**JUL 16 2008**

Clerk's Office  
N.C. Utilities Commission

Re: Master Resale Agreement between LTS of Rocky Mount, LLC ("LTS") and Carolina Telephone and Telegraph Company LLC d/b/a Embarq and Central Telephone Company d/b/a Embarq (collectively, "Embarq")

Docket No. P-7, Sub 1191 and Docket No. P-10, Sub 811

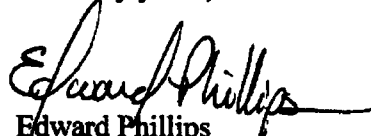
Dear Ms. Vance:

Enclosed for filing are the original and one (1) copy of a Master Resale Agreement ("Agreement") between LTS and Embarq. Also enclosed is one diskette which contains an electronic copy of the Agreement. This Agreement supersedes all previous agreements between LTS and Embarq, or its predecessors, for the State of North Carolina.

Under cover of this letter, copies of the Agreement are being served upon LTS and the Public Staff.

An extra copy of this cover letter is also enclosed. Please stamp the extra copy "Filed" and return it to me in the usual manner. Please call me if there are any questions.

Sincerely yours,

  
Edward Phillips

HEP:sm

Enclosures

cc: LTS of Rocky Mount, LLC  
North Carolina Utilities Commission – Public Staff  
Jeanne W. Stockman

Edward Phillips  
COUNSEL  
Voice: (919) 554-7870  
Fax: (919) 554-7913  
edward.phillips@embarq.com

(2)  
PS Com. w/ disk

**OFFICIAL COPY**

**FILED**

**JUL 16 2008**

**Clerk's Office  
N.C. Utilities Commission**



**MASTER RESALE AGREEMENT  
FOR THE STATE OF NORTH CAROLINA**

*June 11, 2008*

**LTS of Rocky Mount, LLC  
And  
Carolina Telephone and Telegraph Company LLC d/b/a Embarq  
Central Telephone Company d/b/a Embarq**

<b>PART A – DEFINITIONS</b> .....	<b>1</b>
1. Defined Terms .....	1
<b>PART B – GENERAL TERMS AND CONDITIONS</b> .....	<b>3</b>
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## MASTER RESALE AGREEMENT

This Resale Agreement is between LTS of Rocky Mount, LLC ("CLEC") and Carolina Telephone and Telegraph Company LLC d/b/a Embarq and Central Telephone Company d/b/a Embarq (collectively "Embarq") hereinafter collectively, "the Parties", entered into this 11<sup>th</sup> day of June, 2008, for the State of North Carolina.

WHEREAS, CLEC wishes to purchase Telecommunications Services for resale to others, and Embarq is willing to provide such service; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Commission; and

WHEREAS, the Parties wish to replace any and all other prior agreements, both written and oral, applicable to the state of North Carolina;

THEREFORE, the Parties hereby agree as follows:

### PART A – DEFINITIONS

#### 1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Article shall have the meanings as set forth herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the Telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 Service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. "Act" means the Communications Act of 1934, as amended.
- 1.4. "Affiliate" is as defined in the Act.
- 1.5. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Embarq holidays.
- 1.6. "CLEC 911 Database Records" are the CLEC subscriber records to be provided by CLEC to Embarq for inclusion in Embarq's E911 database.
- 1.7. "Commission" means the North Carolina Utilities Commission.
- 1.8. "Confidential and/or Proprietary Information" has the meaning set forth in §14 of Part B – General Terms and Conditions.
- 1.9. "Customer Proprietary Network Information" ("CPNI") is as defined in the Act.
- 1.10. "Day" means calendar days unless otherwise specified.

- 1.11. **"Directory Assistance Database"** refers to any subscriber record used by Embarq in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.12. **"Directory Assistance Services"** provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.13. **"Enhanced 911 Service" ("E911")** means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.
- 1.14. **"E911 Message Trunk"** is a dedicated line, trunk or channel between two central offices or switching devices which provides a voice and signaling path for E911 calls.
- 1.15. **"Effective Date"** is the date referenced in the opening paragraph on Page 1 of the Agreement, unless otherwise required by the Commission.
- 1.16. **"Electronic Interface"** means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.17. **"End Date"** is the date this Agreement terminates as referenced in §5.1.
- 1.18. **"FCC"** means the Federal Communications Commission.
- 1.19. **"Incumbent Local Exchange Carrier" ("ILEC")** is as defined in the Act.
- 1.20. **"Interexchange Carrier" ("IXC")** means a provider of interexchange Telecommunications Services.
- 1.21. **"Local Service Request" ("LSR")** means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 1.22. **"Network Element"** is as defined in the Act.
- 1.23. **"OBF"** means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS").
- 1.24. **"Operator Services"** provides for:
  - 1.24.1. operator handling for call completion (e.g., collect calls);
  - 1.24.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
  - 1.24.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.25. **"Parity"** means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Embarq of services, Network Elements, functionality or telephone numbering resources under this Agreement to CLEC, including provisioning and repair, at least equal in quality to those offered to Embarq, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Embarq shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to CLEC as it provides to

its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

- 1.26. **"Parties"** means, jointly, Embarq and CLEC, and no other entity, Affiliate, subsidiary or assign.
- 1.27. **"Party"** means either Embarq or CLEC, and no other entity, Affiliate, subsidiary or assign.
- 1.28. **"Recipient"** means that Party to this Agreement (a) to which Confidential Information has been disclosed by the other Party or (b) who has obtained Confidential Information in the course of providing services under this Agreement.
- 1.29. **"Rebranding"** occurs when CLEC purchases a Wholesale Service from Embarq when CLEC's brand is substituted for the Embarq brand.
- 1.30. **"Tariff"** means a filing made at the state or federal level for the provision of a Telecommunications Service by a Telecommunications Carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.31. **"Technically Feasible"** refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.32. **"Telecommunications"** is as defined in the Act.
- 1.33. **"Telecommunications Carrier"** is as defined in the Act.
- 1.34. **"Telecommunication Services"** is as defined in the Act.
- 1.35. **"Wholesale Service"** means Telecommunication Services that Embarq provides at retail to subscribers who are not Telecommunications Carriers as set forth in 47 USC §251(c)(4) which Embarq provides to resellers at a wholesale rate.
- 1.36. **"Wire Center"** denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located.

## **PART B – GENERAL TERMS AND CONDITIONS**

### **2. SCOPE OF THIS AGREEMENT**

- 2.1. This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates for resale of local Telecommunications Services.

### **3. NETWORK CHANGES**

- 3.1. Embarq shall provide notice of network changes and upgrades in accordance with 47 CFR §§51.325 through 51.335. Embarq may discontinue any Telecommunications Service provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this Section. Embarq agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service.

#### **4. REGULATORY APPROVALS**

- 4.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with §252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. Embarq and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 4.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the orders, rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to within sixty (60) Days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 4.3. Notwithstanding any other provision of this Agreement to the contrary §4.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules. Embarq may charge rates to CLEC under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision.
- 4.4. In the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Embarq determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to CLEC under this Agreement, then Embarq may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) Days written notice to CLEC. Immediately upon provision of such written notice to CLEC, CLEC will be prohibited from ordering and Embarq will not provide new Discontinued Arrangements.

#### **5. TERM AND TERMINATION**

- 5.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of two years until June 10, 2010 ("End Date"), unless earlier terminated in accordance with this Section, provided however that if CLEC has any outstanding past due obligations to Embarq or any of Embarq's Affiliates, this Agreement will not be effective until such time as any past due obligations with Embarq are paid in full. This agreement shall become binding upon execution by the Parties. No order or



request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before CLEC has established a customer account with Embarq and has completed the Implementation Plan described in this Agreement.

- 5.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.
- 5.3. Embarq may terminate this Agreement upon ten (10) Days notice if CLEC is not exchanging traffic with Embarq or has not submitted orders pursuant to this Agreement within one-hundred-eighty (180) Days of the Effective Date. In addition, Embarq reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased doing business in this state. In addition to notice from CLEC, Embarq may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.
- 5.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.
- 5.5. Notwithstanding the above, should Embarq sell or trade substantially all the assets in an exchange or group of exchanges that Embarq uses to provide Telecommunications Services, then Embarq may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) Days prior written notice.

## **6. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS**

- 6.1. No later than one-hundred sixty (160) Days prior to the End Date, CLEC will provide Embarq notice to commence negotiations pursuant to §§251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.
- 6.2. In the event that this Agreement expires under §5.1, CLEC has submitted a notice to commence negotiations under §6.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under §252 of the Act or the Parties have a written agreement to continue negotiations under §252, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under §§5.2, 5.4, and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request, or (iii) the first anniversary of the End Date.

- 6.3. In the event that on the End Date the Parties have not executed a successor agreement and §6.2 does not apply or no longer applies, Embarq will continue to provide services pursuant to one of the following:
- 6.3.1. Such standard terms and conditions or Tariffs approved by and made generally available by the Commission, if they exist; or
  - 6.3.2. An existing agreement between Embarq and another carrier adopted by CLEC for the remaining term of that agreement. If CLEC fails to designate an agreement under this subsection, then Embarq may designate such agreement.

## **7. CHARGES, BILLING AND PAYMENT**

- 7.1. In consideration of the services provided by Embarq under this Agreement, CLEC shall pay the charges set forth in applicable Embarq Tariff(s), as discounted by the percentages provided in Table One, and subject to the provisions of §§4.2 and 4.3 hereof.
- 7.2. Subject to the terms of this Agreement, the Parties shall pay invoices by the due date shown on the invoice.
- 7.2.1. For invoices not paid when due, late payment charges will be assessed under §7.4.
  - 7.2.2. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day.
  - 7.2.3. If an invoice is not paid within forty-five (45) Days after the bill date, Embarq may suspend processing new orders and cancel any pending orders.
  - 7.2.4. If the account remains delinquent sixty (60) Days after the bill date, Embarq will terminate all services under this Agreement.
- 7.3. If the CLEC disputes any charges shown on an invoice, the following billing dispute procedures are the exclusive means for challenging such charges, and the failure by CLEC to follow such procedures will result in the suspension or termination of service for non-payment of invoiced amounts:
- 7.3.1. Any billing dispute must be submitted in writing, itemizing the particular charges that CLEC is challenging, and explaining in reasonable detail the specific grounds for disputing the validity or applicability of such charges.
  - 7.3.2. Billing disputes must be submitted to the National Dispute Center on the billing dispute form designated by Embarq, along with any payment for undisputed charges that are shown on such invoice. The billing dispute form may be accompanied by any additional, relevant materials submitted by CLEC.
  - 7.3.3. The payment due date of an invoice shall be suspended with respect to disputed amounts on such invoice, but only if a written, itemized dispute has been filed in compliance with §7.3 within thirty (30) Days of the bill date. Such payment due date for the disputed amounts shall remain suspended during negotiations between the Parties or pending a determination by the Commission under the dispute resolution provisions of §24.
  - 7.3.4. Billing disputes that are submitted in a timely manner in compliance with §7.3 shall not have the effect of suspending the payment due date with respect to billed amounts that are not in dispute, notwithstanding the existence of a dispute with respect to other amounts billed on the same invoice.

- 7.3.5. Any billing dispute that is not submitted in a timely manner or which is not submitted in writing in compliance with §7.3 shall not be effective to suspend the payment due date for the disputed amount or to prevent late charges and possible suspension or termination of service for non-payment of billed amount in accordance with §7.2. **Error! Reference source not found.**
- 7.3.6. The failure to submit a written dispute in compliance with §7.3 within thirty (30) Days of a bill date shall not preclude CLEC from thereafter submitting a dispute or seeking a billing adjustment for any charges. Payment of amounts that are subsequently disputed or subject to adjustment shall not constitute or be deemed to represent a waiver of any such dispute, and the CLEC shall not be required to designate such payment as "conditional" or "under protest" in order to invoke the dispute resolution provisions of §24 with respect to such amounts.
- 7.4. Late payment charges on invoices not paid when due (or any portion thereof which is not subject to a timely filed dispute) will be assessed until the amount due is paid in full, and shall be calculated using a rate equal to the lesser of the following:
- 7.4.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date the customer actually makes the payment to Embarq, or
- 7.4.2. the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date CLEC actually makes the payment to Embarq.
- 7.5. Embarq reserves the right to secure the account with a suitable form of security deposit in accordance with §33.1.

## **8. AUDITS AND EXAMINATIONS**

- 8.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.
- 8.2. Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit or Examination, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 8.3. Each Party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this §8.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and

at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.

- 8.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with §5.5 above.
- 8.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 8.6. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party Intellectual property includes, without limitation, patent, copyright, trade mark, trade secrets, and other proprietary rights. Each Party grants to the other Party a limited license to its intellectual property solely to the extent necessary for the use of any facility or equipment (including software) or for the receipt of services as provided under this Agreement. Except for such limited license to use its intellectual property, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 9.2. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or any liability to, the other Party based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement, constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
- 9.3. Following notice of an infringement claim against either Party based on the use by the other Party of a service or facility, the other Party shall at its expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property.

## **10. LIMITATION OF LIABILITY**

- 10.1. Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under §11 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Embarq's liability to CLEC for a service outage exceed an amount equal to the

proportionate charge for the service(s) provided for the period during which the service was affected.

## **11. INDEMNIFICATION**

- 11.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 11.2. CLEC shall indemnify and hold harmless Embarq from all claims by CLEC's subscribers.
- 11.3. Embarq shall indemnify and hold harmless CLEC from all claims by Embarq's subscribers.
- 11.4. The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 11.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 11.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 11.7. When the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 11.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its Tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for
  - 11.8.1. any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and
  - 11.8.2. Consequential Damages (as defined in §9.3 above).

## **12. BRANDING**

- 12.1. CLEC shall provide the exclusive interface to CLEC subscribers, except as CLEC shall otherwise specify for the reporting of trouble or other matters identified by CLEC for which Embarq may directly communicate with CLEC subscribers. In those instances where CLEC requests that Embarq personnel interface with CLEC subscribers, such Embarq personnel shall inform the CLEC subscribers that they are representing CLEC or such brand as CLEC may specify.

- 12.2. Other business materials furnished by Embarq to CLEC subscribers shall bear no corporate name, logo, trademark or tradename.
- 12.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.
- 12.4. Embarq shall share pertinent details of Embarq's training approaches related to branding with CLEC to be used by Embarq to assure that Embarq meets the branding requirements agreed to by the Parties.
- 12.5. This Section shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

### **13. REMEDIES**

- 13.1. Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

### **14. CONFIDENTIALITY AND PUBLICITY**

- 14.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 14.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall
  - 14.2.1. use it only for the purpose of performing under this Agreement,
  - 14.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and
  - 14.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 14.3. Recipient shall have no obligation to safeguard Confidential Information
  - 14.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
  - 14.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
  - 14.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
  - 14.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 14.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement

promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

- 14.5. Each Party agrees that in the event of a breach of this Section by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 14.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 14.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 14.8. Except as otherwise expressly provided in this Section, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation §222 of the Act.

## **15. DISCLAIMER OF WARRANTIES**

- 15.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

## **16. ASSIGNMENT AND SUBCONTRACT**

- 16.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement.
- 16.2. Except as provided in §16.1, any assignment of this Agreement or of the obligations to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, shall be void. Upon a request by a Party for such consent, the other Party shall not unreasonably withhold or delay such consent, provided however,

that reasonable grounds for withholding consent would include, without limitation, the existence of any material default by the requesting Party.

- 16.3. If a Party uses products or services obtained from the other Party under this Agreement to serve end user customers, then such Party may not make any sale or transfer of such end user customer accounts unless the purchaser or transferee has executed a written agreement to assume liability for any outstanding unpaid balances owed to the other Party under this Agreement for such services and products. Notwithstanding any assumption of liability by the purchaser or transferee, the Party selling or transferring such end user customer accounts shall remain jointly liable for the unpaid balances until the same are satisfied, in full, unless the selling or transferring Party obtains a written release of liability from the other Party, which release shall be at the reasonable discretion of the other Party.

**17. GOVERNING LAW**

- 17.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern.

**18. RELATIONSHIP OF PARTIES**

- 18.1. It is the intention of the Parties that each Party shall be an independent contractor and 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.

**19. NO THIRD PARTY BENEFICIARIES**

- 19.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent CLEC from providing its Telecommunications Services to other carriers.

**20. NOTICES**

- 20.1. Except as otherwise provided herein, all notices or other communication hereunder shall be given by personal delivery, facsimile, courier, overnight mail, certified mail, postage prepaid, return receipt requested to the following addressees:

If to CLEC:  
Hall Thorpe  
LTS of Rocky Mount, LLC  
P.O. Box 7009  
3801 Sunset Avenue  
Rocky Mount, North Carolina 27804

If to Embarq:  
Director – Contract Management  
Embarq  
KSOPKB0401-413  
9300 Metcalf Avenue  
Overland Park, KS 66212

With a copy to:

With a copy to:

- 20.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received.



If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

**21. WAIVERS**

- 21.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 21.2. 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.
- 21.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

**22. SURVIVAL**

- 22.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to §§8, 9, 11, 12, 14, 17, 20, 24, 26, and 28.

**23. FORCE MAJEURE**

- 23.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this §23 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to §4.3 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Embarq, Embarq agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC.

**24. DISPUTE RESOLUTION**

- 24.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) Days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this

Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

- 24.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) Days of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.
- 24.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed sixty (60) Days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 24.4. After such period either Party may file a complaint with the FCC or Commission to resolve such issues.

## **25. COOPERATION ON FRAUD**

- 25.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

## **26. TAXES**

- 26.1. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including Tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 26.2. Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
  - 26.2.1. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
  - 26.2.2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 26.3. Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
  - 26.3.1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

- 26.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 26.3.3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 26.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 26.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 26.3.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 26.3.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 26.4. Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 26.4.1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 26.4.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 26.4.3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the

foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 26.4.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 26.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 26.4.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 26.4.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 26.5. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.
- 26.6. To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. If Applicable Law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party furnishes the providing Party with a letter or other evidence of exemption, reasonably satisfactory to the providing Party, claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate. If the exemption is later found to be invalid by the applicable jurisdiction, then the purchasing Party shall pay any tax, interest and/or penalty that is determined to be due, and shall be responsible for any costs incurred by the providing Party, including but not limited to reasonable attorneys' fees.

## **27. AMENDMENTS AND MODIFICATIONS**

- 27.1. No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

**28. SEVERABILITY**

28.1. Subject to §4.2, if any part of this Agreement becomes or is held to be invalid, void or unenforceable for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**29. HEADINGS NOT CONTROLLING**

29.1. The headings and numbering of Sections and Parts in 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.

**30. ENTIRE AGREEMENT**

30.1. This Agreement, including all Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, subject only to the terms of any applicable Tariff on file with the state Commission or the FCC, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

**31. SUCCESSORS AND ASSIGNS**

31.1. Subject to the terms of this Agreement, Embarq and CLEC agree this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

**32. IMPLEMENTATION PLAN**

32.1. This Agreement sets forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.

32.2. If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in §24.

**33. FEDERAL JURISDICTIONAL AREAS**

33.1. Article 1, §8, Clause 17 of the United States Constitution provides the authority to Congress to exercise exclusive jurisdiction over areas and structures used for military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission. The Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement. To the extent Embarq has contracts with federal entities that limit or prohibit the ability of CLEC to provide resale or UNEs such contract will govern Telecommunications Services on such Federal Enclave. If the contract with the federal entity provides for the resale or provision of UNEs to provide service on the Federal Enclave, Embarq will provide CLEC with information regarding the provision of service on the Federal Enclave.

### **34. SECURITY DEPOSIT**

- 34.1. Embarq reserves the right to secure the account with a suitable security deposit in the form and amounts set forth herein.**
- 34.2. Security deposits shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to Embarq.**
- 34.3. If a security deposit is required on a new account, CLEC will remit such security deposit prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by Embarq of additional orders for service.**
- 34.4. Security deposits shall be in an amount equal to two (2) months' estimated billings as calculated by Embarq, or twice the most recent month's invoices from Embarq for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.**
- 34.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Embarq's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of Embarq for the discontinuance of service for non-payment of any sums due Embarq.**
- 34.6. Embarq may increase the security deposit requirements when gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit amount is not made within thirty (30) days of the request, Embarq may stop processing orders for service and CLEC will be considered in breach of the Agreement.**
- 34.7. Any security deposit shall be held by Embarq as a guarantee of payment of any charges for services billed to CLEC pursuant to this Agreement or in connection with any other services provided to CLEC by Embarq. Embarq may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:**
  - 34.7.1. when CLEC's undisputed balances due to Embarq are more than thirty (30) Days past due; or**
  - 34.7.2. when CLEC files for protection under the bankruptcy laws; or**
  - 34.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days; or**
  - 34.7.4. when this Agreement expires or terminates; or**
  - 34.7.5. any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth below in this Section; or**
  - 34.7.6. CLEC fails to provide Embarq with a replacement letter of credit on the terms set forth herein at least ten (10) Business Days prior to the expiration of any letter of credit issued to Embarq hereunder.**
- 34.8. If any security deposit held by Embarq is applied as a credit toward payment of CLEC's balances due to Embarq, then Embarq may require the CLEC to provide a new deposit. If payment of the new deposit is not made within thirty (30) days of the request, Embarq may stop processing orders for service and CLEC will be considered in breach of the Agreement.**

- 34.9. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits.
- 34.10. Any letter of credit issued to Embarq hereunder must meet the following requirements:
- 34.10.1. The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poor's) or A2 (by Moody's). If CLEC proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poor's or Moody's, then CLEC must obtain the prior written approval by Embarq to use such bank as the Letter of Credit Bank.
- 34.10.2. The original letter of credit shall be in such form and on terms that are acceptable to Embarq and must include an automatic one-year renewal extension.
- 34.10.3. If CLEC receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then CLEC shall promptly notify Embarq of such notice of non-renewal. Not later than ten (10) Business Days prior to the expiration of the letter of credit, CLEC shall provide Embarq a replacement letter of credit on substantially identical terms to the existing letter of credit (or such other terms as are acceptable to Embarq). If CLEC provides a replacement letter of credit not later than ten (10) Business Days prior to the expiration of the expiring letter of credit, then Embarq shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, Embarq will provide the original, expiring letter of credit to CLEC.
- 34.10.4. If CLEC desires to replace any letter of credit issued to Embarq hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section.

## **PART C – PROVISIONS RELATING TO RESALE**

### **35. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE**

- 35.1. At the request of CLEC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Embarq shall make available to CLEC for resale Telecommunications Services that Embarq currently provides or may provide hereafter at retail to subscribers who are not Telecommunications Carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Embarq to CLEC pursuant to this Part are collectively referred to as "Local Resale." To the extent that this Part describes services which Embarq shall make available to CLEC for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

### **36. RESALE OF LOCAL SERVICES**

- 36.1. **Scope.** Embarq retail Telecommunications Services shall be available for resale at wholesale prices pursuant to 47 USC §251(c)(4).
- 36.1.1. **Voluntary Federal and State Subscriber Financial Assistance Programs.** Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State

Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.

- 36.1.2. Embarq shall offer for resale to CLEC all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. Embarq shall make reasonable efforts to provide CLEC with advance copy of any request for the termination of service and/or grandfathering to be filed by Embarq with the Commission.
- 36.1.3. Embarq shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. For Contract Service Arrangements, Special Arrangements, or ICBs, the end-user customer's agreement with Embarq will terminate and any applicable termination liabilities will be charged to the end-user customer. The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date CLEC commences to provide service to the end-user customer and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB. Embarq will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with FCC and Commission Rules and Regulations,
- 36.1.4. Customer Owned Coin Operated Telephone (COCOT) or Pay Telephone Access lines will not be resold to payphone service providers at wholesale prices under this Agreement.
- 36.1.5. For Telecommunications Services that are offered by Embarq to its end users and that are available for resale, the rules and regulations associated with Embarq's retail Tariff(s) shall apply when the services are resold by CLEC. Use limitations shall be in Parity with services offered by Embarq to its end users.
- 36.1.6. Except as set forth above and as may be allowed by the FCC or Commission, Embarq shall not place conditions or restrictions on CLEC's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (e.g., residential service to business customers) and for promotions of ninety (90) Days or less in length. In addition, CLEC shall be prohibited from marketing its products using the Embarq product name (e.g., CLEC may purchase the features package called "Embarq Essential" but shall be prohibited from reselling this product using the Embarq brand name or the Embarq product name). Every regulated retail service rate, including promotions over ninety (90) Days in length, discounts, and option plans will have a corresponding wholesale rate. Embarq will make wholesale Telecommunications Service offerings available for all new regulated services at the same time the retail service becomes available.
- 36.1.7. Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Embarq shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI (Station Message Desk Interface) where SMDI-E is not available, feature capability allowing for Voice Mail Services. Embarq shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Embarq shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services. Where available, CLEC may purchase Voice Mail Service and related services for its end users at Embarq's retail rates.



36.1.8. Hospitality Service. Embarq shall provide all blocking, screening, and all other applicable functions available for hospitality lines under Tariff.

36.1.9. LIDB Administration

- (a) Embarq shall maintain customer information for CLEC customers who subscribe to resold Embarq local service dial tone lines, in Embarq's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Embarq shall update and maintain the CLEC information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.
- (b) Until such time as Embarq's LIDB has the software capability to recognize a resold number as CLEC's, Embarq shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.

36.1.10. Embarq will continue to provide Primary Interexchange Carrier ("PIC") processing for end-users obtaining resold service from CLEC. Embarq will bill and CLEC will pay any PIC change charges. Embarq will only accept said requests for PIC changes from CLEC and not from CLEC's end users.

36.2. Charges and Billing

36.2.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Embarq and Embarq shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.

36.2.2. Embarq will be responsible for returning EMI/EMR records to IXCs with the proper EMR Return Code along with the Operating Company Number ("OCN") of the associated Automatic Number Identification ("ANI"), (i.e., Billing Number).

36.2.3. Embarq will deliver a monthly statement for Wholesale Services as follows:

- (a) Invoices will be provided in a standard CLEC access billing format or other such format as Embarq may determine;
- (b) Originating local usage, at the call detail level and in standard EMR industry format, will be exchanged daily or at other mutually agreed upon intervals in those instances in which CLEC and the user choose Embarq provided services that are local usage sensitive and create message detail;
- (c) The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
- (d) Embarq agrees to provide information on the end-user's selection of special features where Embarq maintains such information (e.g., billing method, special language) when CLEC places the order for service;
- (e) Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.

36.2.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) Days. Embarq

shall bill for message provisioning, data tape charges, and for additional copies of the monthly invoice.

**36.3. Pricing**

**36.3.1.** Pricing shall be developed based on 47 USC §252(d)(3), as now enacted or as hereafter amended, where wholesale prices are retail prices less avoided costs, net of any additional costs imposed by wholesale operations, unless otherwise ordered by the Commission. The wholesale rate shall be as set forth on Table One. Additional rates for new or additional services shall be added at the time said new or additional services are offered.

**36.4. Provisioning and Installation**

**36.4.1.** Electronic Interfaces for the exchange of ordering information will be adopted and made available to CLEC in accordance with Embarq operating procedures.

**36.4.2.** CLEC and Embarq may order Primary Local Carrier ("PLC") and PIC records changes using the same order process and on a unified order (the "LSR").

**36.4.3.** A general Letter of Agency ("LOA") initiated by CLEC or Embarq will be required to process a PLC or PIC change order. No LOA signed by the end-user will be required to process a PLC or PIC change ordered by CLEC or Embarq. CLEC and Embarq agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules, or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record shall apply, such Party shall be liable to pay and shall pay all nonrecurring charges associated with reestablishing the subscriber's local service with the original local carrier as well as an Unauthorized Local Service Provider Change Charge as detailed in the applicable State Local Access Tariff and any other appropriate charges required by Applicable Rules.

**36.4.4.** Each Party will provide the other, if requested, as agent of the end-user customer, at the time of the PLC order, current "As Is" pre-ordering/ordering information relative to the end-user consisting of local features, products, services, elements, combinations. Each Party is responsible for ordering the Telecommunications Services desired by the end-user customer.

**36.4.5.** Embarq shall provide CLEC the ability to obtain telephone numbers, including vanity numbers from Embarq where Embarq offers these services to its end users, and to assign these numbers with the CLEC customer. Reservation and aging of numbers remain the responsibility of Embarq. CLEC shall pay Embarq the reasonable administrative costs of this function, and the monthly recurring charges listed in the appropriate State Local Access Tariff.

**36.4.6.** Embarq shall provide CLEC the ability to order all available features on its switches at Parity with what Embarq offers to its own end user customers (e.g., call blocking of 900 and 976 calls by line or trunk).

**36.4.7.** Embarq will direct customer to CLEC for requests changing their CLEC service. Embarq shall process all PIC changes provided by CLEC on behalf of IXCs. If PIC changes are received by Embarq directly from IXCs, Embarq shall reject the PIC change back to the IXC with the OCN of CLEC in the appropriate field of the industry standard CARE record.

## **37. NETWORK MAINTENANCE AND MANAGEMENT**

### **37.1. General Requirements**

- 37.1.1.** The Parties will exchange appropriate network maintenance information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.).
  - 37.1.2.** Each Party shall provide a twenty-four (24) hour contact number for network service issues. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network service control capabilities.
  - 37.1.3.** Voice response units, similar technologies, intercept solutions or live referrals should be used, where available to refer/transfer calls from customers to the proper Telecommunications Carrier for action. Neither Party shall market to end-users during a call when that customer contacts the Party solely as a result of a misdirected call.
  - 37.1.4. Notice of Network Event.** Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance as follows:
    - (a)** Any cable or electronics outage that affects fifty percent (50%) or more of the in-service lines of a central office or 1000 access lines, whichever is less with a duration of two (2) minutes or more.
    - (b)** Toll or EAS isolation of an entire exchange with duration of two (2) minutes or more.
    - (c)** Any digital cross-connect or fiber optic complete system failure lasting two (2) minutes or more.
  - 37.1.5. Notice of Network Change.** The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. Correct Local Exchange Routing Guide (LERG) data is considered part of this requirement.
  - 37.1.6.** Embarq will close all trouble reports with CLEC. CLEC will close all trouble reports with its end-user.
  - 37.1.7.** Embarq shall perform all testing for resold Telecommunications Services.
  - 37.1.8.** Embarq shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Embarq shall provide CLEC with the disposition of the trouble.
  - 37.1.9.** If Embarq initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, then CLEC will bear the cost.
  - 37.1.10.** A non-branded, customer-not-at-home card shall be left by Embarq at the customer's premises when a CLEC customer is not at home for an appointment and Embarq performs repair or installation services on behalf of CLEC.
- 37.2. Transfer of Service Announcements.** When an end-user who continues to be located within the local calling area changes from Embarq to CLEC and does not retain its original

telephone number which was provided by Embarq, Embarq will provide a new number announcement on the inactive telephone number upon request, for a minimum period of ninety (90) Days (or some shorter reasonable period, as permitted by the Commission, when numbers are in short supply), at no charge to the end-user or the CLEC unless Embarq has a Tariff on file to charge end-users. This announcement will provide details on the new number to be dialed to reach this customer where available.

- 37.3. Repair Calls. CLEC and Embarq will employ the following procedures for handling misdirected repair calls:
- 37.3.1. CLEC and Embarq will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
  - 37.3.2. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end-user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make disparaging remarks about the other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers or to market services. Either Party may respond with accurate information in answering customer questions.
  - 37.3.3. CLEC and Embarq will provide their respective repair contact numbers to one another on a reciprocal basis.
- 37.4. Restoration of Service in the Event of Outages. Embarq restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be performed in accordance with the following priorities. First, restoration priority shall be afforded to those services affecting its own end-users and identified CLEC end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Embarq and CLEC in general. Third, should Embarq be providing or performing Tandem Switching functionality for CLEC, third level priority restoration should be afforded to any trunk. Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.
- 37.5. Service Projections. CLEC shall make available to Embarq periodic service projections, on a semiannual basis.

### **38. ADDITIONAL SERVICES**

- 38.1. 911/E911
- 38.1.1. Where Embarq is the owner or operator of the 911/E911 database, Embarq will maintain daily updating of 911/E911 database information related to CLEC end-users.
  - 38.1.2. Embarq will provide CLEC a default arrangement/disaster recovery plan including an emergency back-up number in case of massive trunk failures.
- 38.2. Directory Listings and Distribution
- 38.2.1. White Page Directories; Distribution; Use of Listing Information
    - (a) Embarq agrees to include one basic White Pages listing for each CLEC customer located within the geographic scope of its White Pages directories, at no additional charge to CLEC. A basic White Pages listing is defined as a customer name, address and either the CLEC assigned number for a customer or the number for which number portability is

provided, but not both numbers. Basic White Pages listing of CLEC customers will be interfiled with listings of Embarq and other CLECs' customers.

- (b) CLEC agrees to provide CLEC customer listing information, including without limitation directory distribution information, to Embarq at no charge. Embarq will provide CLEC with the appropriate format for provision of CLEC customer listing information and service order updates to Embarq.
- (c) Embarq agrees to provide White Pages database maintenance services to CLEC. CLEC will be charged a Service Order entry fee upon submission of Service Orders into Embarq's Service Order Entry System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered in Embarq's Service Order Entry System initially, and when Service Orders are entered in order to process a requested change to directory records.
- (d) CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.
- (e) In addition to a basic White Pages listing, Embarq will provide, at the rates set forth in the appropriate Embarq Tariff, Tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.
- (f) Embarq, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Embarq's service territory at no additional charge to CLEC at times of regularly scheduled distribution to all customers. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other CLEC customers.
- (g) Embarq agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information will conform to applicable Embarq directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- (h) Embarq will accord CLEC customer listing information the same level of confidentiality that Embarq accords its own proprietary customer listing information. Embarq shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of Embarq and Embarq's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Embarq will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.

Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Embarq and CLEC will not be deemed a violation of this confidentiality provision.

- (i) Embarq will provide CLEC's customer listing information to any third party to the extent required by Applicable Rules.

**38.2.2. Other Directory Services.** Embarq will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLEC which will address other directory services desired by CLEC as described in this Section. Both Parties acknowledge that Embarq's directory publisher is not a Party to this Agreement and that the provisions contained in this Section are not binding upon Embarq's directory publisher.

- (a) Embarq's directory publisher will negotiate with CLEC concerning the provision of a basic Yellow Pages listing to CLEC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC customers.
- (b) Directory advertising will be offered to CLEC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.
- (c) Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.
- (d) Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in §38.2.1, may be purchased from Embarq's directory publisher, subject to applicable directory publisher guidelines and regulatory requirements.
- (e) Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

### **38.3. Directory Assistance**

#### **38.3.1. General Requirements for Resale of Directory Assistance**

- (a) Where Embarq is a directory assistance service provider, at CLEC's request, subject to any existing system capacity restraints which Embarq shall work to overcome, Embarq will provide to CLEC resale of CLEC branded directory assistance service which is at Parity with the directory assistance service Embarq makes available to its own end-users.
- (b) Embarq will make CLEC's data available to anyone calling Embarq's DA and will update its database with CLEC's data at Parity with updates from its own data.
- (c) Embarq may store proprietary customer information provided by CLEC in its Directory Assistance database; such information should be able to be identified by source provider in order to provide the necessary protection of CLEC's or CLEC customer's proprietary or protected information.

- (d) Where Directory Assistance is a separate retail service provided by Embarq, Embarq will allow wholesale resale of Embarq DA service.
- (e) To the extent Embarq provides Directory Assistance service, CLEC will provide its listings to Embarq via data and processed directory assistance feeds in accordance with an agreed upon industry format. Embarq shall include CLEC listings in its Directory Assistance database.
- (f) Embarq will make available to CLEC all DA service enhancements on a non-discriminatory basis.

#### 38.3.2. Business Processes

- (a) Embarq will, consistent with §222 of the Act, update and maintain the DA database with CLEC data, utilizing the same procedures it uses for its own customers, for those CLEC customers who:
  - (1) Disconnect;
  - (2) Change Carrier;
  - (3) Install;
  - (4) Change any service which affects DA information;
  - (5) Specify Non-Solicitation; and
  - (6) Are Non-Published, Non-Listed, or Listed.

38.3.3. CLEC shall bill its own end-users.

38.3.4. CLEC will be billed in an agreed upon standard format.

#### 38.3.5. Compensation

- (a) When CLEC is rebranding the local service of Embarq, directory assistance that is provided without separate charge to end-users will be provided to CLEC end-users without separate charge, subject to any additional actual expense to brand the service with CLEC's brand. Where DA is separately charged as a retail service by Embarq, CLEC shall pay for DA service at retail less avoided cost.
- (b) Embarq shall place CLEC end-users listings in its directory assistance database for no charge.

### 38.4. Operator Services

#### 38.4.1. General Requirements

- (a) Where Embarq (or a Embarq Affiliate on behalf of Embarq) provides operator services, at CLEC's request (subject to any existing system capacity restraints) Embarq will provide to CLEC, CLEC branded operator service at Parity with the operator services Embarq makes available to its own end-users.
- (b) Embarq shall provide operator service features to include the following:
  - (i) local call completion 0- and 0+, billed to calling cards, billed collect, and billed to third party, and (ii) billable time and charges, etc. Depending upon the operating region, Blocking feature associated with Operator Services may also be available.

38.4.2. Compensation

- (a) Embarq shall provide operator services for resale at wholesale prices.
- (b) When CLEC requests CLEC branded Embarq operator services for resale any actual additional trunking costs associated with CLEC branding shall be paid by CLEC.

39. ADDITIONAL RESPONSIBILITIES OF THE PARTIES

39.1. Law Enforcement And Civil Process

- 39.1.1. Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, 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. Charges for the intercept shall be at Embarq's applicable charges.
- 39.1.2. Subpoenas. 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 back 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.
- 39.1.3. Hostage or Barricaded Persons Emergencies. 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 any 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.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

CLEC

Embarq

By:

J. Hall

By:

W. E. Cheek

Name :

J. HALL C. THORP

Name:

William E. Cheek

Title:

MANAGER

Title:

President - Wholesale Markets

Date:

5/30/08

Date:

6/11/08



**TABLE ONE**

KEY CODES			3/27/2008
MRC	NRC		
		Other than Operator / DA	17.30%
		Op Assist / DA	17.30%
		Message Provisioning, per message	\$0.000684
		Data Transmission, per message	\$0.00000
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)	\$18.00
		Temporary Suspension of Service for Resale - SUSPEND	\$0.00
		Temporary Suspension of Service for Resale - RESTORE	\$21.00
		PIC Change Charge, per change	Per Tariff
		Operator Assistance / Directory Assistance Branding	ICB

KEY CODES			5/27/2008
MRC	NRC		
		Other than Operator / DA	17.20%
		Op Assist / DA	17.20%
		Message Provisioning, per message	\$0.000684
		Data Transmission, per message	\$0.00000
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)	\$18.00
		Temporary Suspension of Service for Resale - SUSPEND	\$0.00
		Temporary Suspension of Service for Resale - RESTORE	\$21.00
		PIC Change Charge, per change	Per Tariff
		Operator Assistance / Directory Assistance Branding	ICB

**DOCKET 120201-TX**

**LTS OF ROCKY MOUNT, LLC'S REQUEST  
FOR CONFIDENTIAL CLASSIFICATION**

**COMMISSION STAFF  
GENERAL DATA REQUEST**

**CONFIDENTIAL - REDACTED**

**ATTACHMENT 3**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**DOCKET 120201-TX**

**LTS OF ROCKY MOUNT, LLC'S REQUEST  
FOR CONFIDENTIAL CLASSIFICATION**

**COMMISSION STAFF  
GENERAL DATA REQUEST**

**CONFIDENTIAL - REDACTED**

**ATTACHMENT 4**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**DOCKET 120201-TX**

**LTS OF ROCKY MOUNT, LLC'S REQUEST  
FOR CONFIDENTIAL CLASSIFICATION**

**COMMISSION STAFF  
GENERAL DATA REQUEST**

**CONFIDENTIAL - REDACTED**

**ATTACHMENT 5**



**DOCKET 120201-TX**

**LTS OF ROCKY MOUNT, LLC'S REQUEST  
FOR CONFIDENTIAL CLASSIFICATION**

**COMMISSION STAFF  
GENERAL DATA REQUEST**

**ATTACHMENT 6**



2010 Annual CPNI Certification  
Page 1 of 2 Pages

**Annual 47 C.F.R. § 64.2009(e) CPNI Certification**

**EB Docket 06-36**

2011 Annual 64.2009(e) CPNI Certification covering the prior calendar year 2010

Name of company covered by this certification: LTS of Rocky Mount, LLC

Form 499 Filer ID: 825617

Name of signatory: Hall Thorp

Title of signatory: Managing Partner

I, Hall Thorp, certify that I am an officer of the company named above (the "Company"), and acting as an agent of the Company, that I have personal knowledge that the Company has established operating procedures that, to the best of my knowledge, information and belief, are adequate to ensure compliance with the Commission's CPNI rules as I understand them. See 47 C.F.R. § 64.2001 *et seq.* The basis for my certification is summarized below:

The Company is a provider of prepaid-only landline telephone service, primarily local telephone service but also some long distance service. As a provider of prepaid-only service, the Company does not maintain what normally would be considered CPNI from its customers. The only customer information it maintains is customer name; service address; assigned telephone number; and monthly renewal date (which is used solely to remind the prepaid customer that its service will terminate on a particular date unless additional payments are made by then to extend service); the information maintained by the Company, generally speaking, is no more than the information published in a typical telephone directory or publicly available on the Internet. All sensitive customer information, such as call records, are maintained only by the underlying facilities-based carrier. The Company does not have access to such records for any purpose, including the limited customer service functions that are necessary for the Company to perform for its prepaid customers. Nonetheless, any use or disclosure of or provision of access to customer-specific information by the Company, whether CPNI or not, requires approval by the Company's General Manager.

The Company uses, discloses or provides access to CPNI only for the purpose of initiating, rendering, billing or collecting for the paging service provided by the Company. The Company also discloses CPNI to law enforcement personnel in compliance with subpoenas.

Except as described in the preceding paragraph, the Company does not disclose or provide access to CPNI to any third parties for any purpose.

2010 Annual CPNI Certification  
Page 2 of 2 Pages

The Company does not employ any third parties to market service on its behalf. To the extent any marketing of the Company's service is done, it is done through direct solicitations by the General Manager or other employees of the Company

The Company has reviewed its CPNI policies and practices so as to be in compliance with the CPNI rule changes adopted by the FCC in 2007.

The Company did not take any actions (i.e., institute proceedings or file petitions at either state commissions, the court system, or at the FCC) against data brokers during 2010.

The Company did not have any incidents of "pretexting" during 2010.

The Company did not receive any customer complaints during 2010 concerning the unauthorized release of CPNI.

The Company represents and warrants that the above certification is consistent with 47 C.F.R. §1.17, which requires truthful and accurate statements to the FCC. The Company also acknowledges that false statements and misrepresentations to the FCC are punishable under Title 18 of the U.S. Code and may subject it to enforcement action.

*Hall Thorp*

Hall Thorp

Date:

*2/18/11*

**DOCKET 120201-TX**

**LTS OF ROCKY MOUNT, LLC'S REQUEST  
FOR CONFIDENTIAL CLASSIFICATION**

**COMMISSION STAFF  
GENERAL DATA REQUEST**

**ATTACHMENT 7**

**Statement Concerning the Protection of Customer Proprietary Network Information for the  
Annual Period ending December 31, 2010**

1. LTS of Rocky Mount, LLC (“LTS”) is a telecommunications carrier subject to the requirements set forth under **47 C.F.R § 64.2009** of the Commission’s rules. LTS complies with all regulations pertaining to customer proprietary network information (CPNI) found at **47 C.F.R § 64.2009, et seq.** The operating procedures of LTS ensure that the company is in compliance with these regulations.
2. Without customer approval, LTS does not use, disclose, or permit access to CPNI to provide or market service offerings within a category of service to which the customer does not already subscribe. However, LTS may use, disclose, or permit access to CPNI without customer approval in the following instances:
  - 1) the provision of inside wiring installation, maintenance, and repair services;
  - 2) to market services formerly known as adjunct-to-basic services, such as, but not limited to, speed dialing, computer-provided directory assistance, call monitoring, call tracing, call blocking, call return, repeat dialing, call tracking, call waiting, caller I.D., call forwarding, and certain Centrex features; and
  - 3) to protect the rights or property of LTS, or to protect users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.
3. Information protected by LTS includes all information defined as CPNI at Section 222(h)(1) of the Communications Act of 1934, as amended, 47 U.S.C. 222(h)(1) including information that relates to the **quantity**, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by a customer and made available to LTS by the customer solely by virtue of the carrier-customer relationship. Also protected is information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer.
4. LTS does not use, disclose, or permit access to CPNI to identify or track customers who call competing service providers.
5. LTS has established a system by which it can determine whether a customer has approved or disapproved of LTS’s release or use of CPNI prior to that information being used or released.
6. LTS personnel are trained as to when they are and are not authorized to release or use CPNI, and violation of these rules will subject personnel to express disciplinary action which can include dismissal.
  
7. If and when customer approval to use, disclose, or permit access to customer CPNI is desired, LTS obtains such individual customer approval through written or oral methods in accordance

with 47 C.F.R 64.2007. However, the company only utilizes the oral authorization to obtain limited, one-time use of CPNI for inbound and outbound customer telephone contacts, and such CPNI authority, if granted, lasts only for the duration of that specific call. LTS honors a customer's approval or disapproval until the customer revokes or limits such approval or disapproval. All records of approval or disapproval are maintained for at least one year.

8. LTS has established a procedure whereby all sales personnel must obtain supervisory approval of any proposed outbound marketing request for customer approval of the use of CPNI and records reflecting carrier compliance with the Commission Rules are maintained for a minimum of one year.
9. Prior to any solicitation for customer approval, LTS provides individual notification to customers of their right to restrict use of, or disclosure of, and access to the customer's CPNI. Records of these notifications are maintained for a period of at least one year.
10. LTS's notifications provide information sufficient to enable our customers to make informed decisions as to whether to permit the use or disclosure of, or access to, their CPNI. LTS's notifications do: (1) contain a statement that the customer has the right, under Federal law, to protect the confidentiality of CPNI; (2) specify the types of information that constitutes CPNI and the specific entities that will receive the CPNI; (3) describe the purposes for which the CPNI may be used; and (4) inform the customer of the right to disapprove those uses and deny or withdraw access to or use of CPNI at any time.
11. LTS's notifications inform the customer that any approval or denial of approval for the use of CPNI outside of the service to which the customer already subscribes is valid until the customer affirmatively revokes or limits such approval or denial.
12. LTS advises its customers of the precise steps the customer must take in order to grant or deny access to CPNI, and that denial of approval will not affect the provision of any services to which the customer subscribes.
13. LTS maintains a record of its sales and marketing campaigns that use customers' CPNI. Further, a record of all instances where CPNI was disclosed or provided to third parties or where third parties were allowed access to CPNI is maintained by LTS. These records reflect a description of the campaigns, the specific CPNI used in the campaign, and what products or services were offered as part of the campaign. These records are retained for a minimum of one year.
14. For "opt-out" approvals, LTS waits at least 30 days after giving customers notice and an opportunity to opt-out before assuming customer approval to use, disclose, or permit access to CPNI. Customers are notified of the applicable waiting period in the "opt-out" notice that is sent. For electronic notifications, LTS recognizes that the waiting period begins to run on the date the notification is sent and, for mail notifications, the 30 days begins to run on the third

day following the date the notification was mailed. LTS does not solicit CPNI authority via e-mail. "Opt-out" notices are provided to customers every two years.

15. LTS follows the procedures set forth in 47 C.F.R 64.2010 to discover and protect against attempts to gain unauthorized access to CPNI. Customers are properly authenticated prior to disclosing CPNI based on customer-initiated telephone contact. LTS does not have any retail locations; however, LTS does offer online access for customers' accounts. Customers are authenticated online without the use of readily available biographical information, or account information, prior to allowing the customer online access to CPNI through a password as described in 47 C.F.R 64.2010(e), that is not prompted by the company asking for readily available biographical or account information.
16. Call detail information is only disclosed over the telephone, based on customer-initiated telephone contact, if the customer first provides the carrier with a password, as described at 47 C.F.R 64.2010(e). If the customer does not provide a password, then call detail information is only disclosed by sending it to the customer's address of record, or by calling the customer at the telephone number of record. If the customer is able to provide call detail information during a customer-initiated call without the company's assistance, then the company is permitted to discuss the call detail information provided by the customer.
17. Customers are immediately notified whenever a password, customer response to a back-up means of authentication for lost or forgotten passwords, online account, or address of record is created or changed. Such notification is not required when the customer initiates service, including the selection of a password at service initiation. This notification may be through a carrier-initiated voice mail or text message to the telephone number of record, or by mail to the address of record, and does not reveal the changed information or otherwise send the new account information.
18. LTS notifies law enforcement of any breach of its customers' CPNI in accordance with 47 C.F.R. 64.2011. Customers are notified only upon completion of law enforcement notification procedures.
19. Records of any breaches discovered, or notifications to law enforcement and customers are maintained for a minimum of two years. Records include, if applicable, dates of discovery and notification, a detailed description of the CPNI that was the subject of the breach, and the circumstance of the breach.

**DOCKET 120201-TX**

**LTS OF ROCKY MOUNT, LLC'S REQUEST  
FOR CONFIDENTIAL CLASSIFICATION**

**COMMISSION STAFF  
GENERAL DATA REQUEST**

**CONFIDENTIAL - REDACTED**

**ATTACHMENT 8**

**LTS OF ROCKY MOUNT, LLC**  
**BALANCE SHEET**  
**AS OF July 1, 2012**

**ASSETS**

Current Assets

Checking/Savings

Total Checking/Savings

Accounts Receivable

Accounts Receivable

Total Accounts Receivable

Total Current Assets

**TOTAL ASSETS**

**LIABILITIES & EQUITY**

Liabilities

Current Liabilities

Accounts Payable

Accounts Payable

Total Accounts Payable

Total Current Liabilities

Long Term Liabilities

Due to

Due to

Total Long Term Liabilities

Total Liabilities

Equity

Retained Earnings

Net Income

Total Equity

**TOTAL LIABILITIES & EQUITY**



**LTS OF ROCKY MOUNT, LLC**  
**INCOME STATEMENT**  
**July 1, 2011 through July 1, 2012**

Customer Refunds  
Independent Agents  
Acquisition Agents  
Corporate Agents  
LTS Main Operations  
TOTAL

A large black rectangular redaction box covers the financial data for all categories listed on the left. The redaction is complete, obscuring all numerical values and any sub-totals or percentages that might have been present.

**FINANCIAL STATEMENTS AFFIDAVIT**

I, Thomas M. Armstrong, Chief Executive Officer of LTS of Rocky Mount, LLC, do solemnly swear or affirm that the facts stated in the forgoing financial statements attached herein are true and correct.

BY: Thomas M. Armstrong  
Applicant's Signature

Thomas M. Armstrong  
Applicant's Name

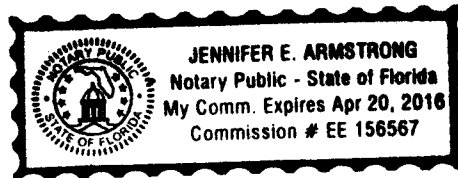
President / Chief Executive Officer  
Applicant's Title

Subscribed and sworn to before me this 19<sup>th</sup> day of the month of October in the year of 2012 by Thomas M. Armstrong who is personally known to me.

\_\_\_\_\_  
Type of Identification Produced

Jennifer E. Armstrong  
Notary Public's Signature

Jennifer Armstrong  
Print, Type or Stamp Commissioned  
Name of Notary Public



**FINANCIAL STATEMENTS AFFIDAVIT**

I, Thomas M. Armstrong, Chief Financial Officer of LTS of Rocky Mount, LLC, do solemnly swear or affirm that the facts stated in the forgoing financial statements attached herein are true and correct.

BY: Thomas M. Armstrong  
Applicant's Signature

Thomas M. Armstrong  
Applicant's Name

President / Chief Financial Officer  
Applicant's Title

Subscribed and sworn to before me this 19<sup>th</sup> day of the month of October in the year of 2012 by Thomas M. Armstrong who is personally known to me.

\_\_\_\_\_  
Type of Identification Produced

Jennifer E. Armstrong  
Notary Public's Signature

Jennifer Armstrong  
Print, Type or Stamp Commissioned  
Name of Notary Public



**DOCKET 120201-TX**

**LTS OF ROCKY MOUNT, LLC'S REQUEST  
FOR CONFIDENTIAL CLASSIFICATION**

**COMMISSION STAFF  
GENERAL DATA REQUEST**

**CONFIDENTIAL - REDACTED**

**ATTACHMENT 9**

**APPLICATION FOR REGISTRATION OF FICTITIOUS NAME**

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

Section 1

1. [REDACTED]  
Fictitious Name to be Registered (see instructions if name includes "Corp" or "Inc")

---

2. [REDACTED]  
Mailing Address of Business

[REDACTED] [REDACTED] [REDACTED]  
City State Zip Code

3. Florida County of principal place of business: [REDACTED]

(see instructions if more than one county)

FEI Number: [REDACTED]

This space for office use only

Section 2

**A. Owner(s) of Fictitious Name if Individual(s): (Use an attachment if necessary):**

1. [REDACTED] Last First M.I.  
Address [REDACTED]  
City State Zip Code [REDACTED]

2. [REDACTED] Last First M.I.  
Address [REDACTED]  
City State Zip Code [REDACTED]

**B. Owner(s) of Fictitious Name if other than an individual: (Use attachment if necessary):**

1. LTS of Rocky Mount, LLC Entity Name  
1803 W. Fairfield Drive, Unit 1 Address  
Pensacola Florida 32514 City State Zip Code  
Florida Document Number M12000003823  
FEI Number: 562167914  
 Applied for  Not Applicable

2. [REDACTED] Entity Name  
[REDACTED] Address  
[REDACTED] City State Zip Code  
[REDACTED] Florida Document Number  
FEI Number: [REDACTED]  
 Applied for  Not Applicable

Section 3

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 885.09, F.S., I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.15, F.S.

Thomas M. Armstrong Signature of Owner October 18, 2012 Date tom.armstrong.ar@gmail.com E-mail address: (to be used for future renewal notification)

Phone Number: 850-291-6415

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:  
FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name [REDACTED]  
[REDACTED], which was registered on [REDACTED] and was assigned  
registration number [REDACTED]

[REDACTED] Signature of Owner Date [REDACTED] Signature of Owner Date [REDACTED]

Mark the applicable boxes  Certificate of Status — \$10  Certified Copy — \$30  
**NON-REFUNDABLE PROCESSING FEE: \$50**