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100348-TP

July 7, 2010

Mrs. Ann Cole
Director, Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of Interconnection, Unbundling, Resale and Collocation Agreement
between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast
and FPL Fibernet, LLC

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and one copy of the
Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth
Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and FPL Fibernet,
LLC.

If you have any questions please do not hesitate to contact Robyn Yant at (850) 577-
5551.

Very truly yours,

for Jerry D. Hendrix
Jerry D. Hendrix
Regulatory Vice President

- COM _____
- APA _____
- ECR _____
- GCL _____
- RAD** 1
- SSC _____
- ADM _____
- OPC _____
- CLK Grant-top page only

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FPSC-CORP. & SUPV. CLERK

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**AGREEMENT
GENERAL TERMS AND CONDITIONS**

THIS agreement (Agreement) is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Florida (“AT&T”), a Georgia corporation, and FPL FiberNet, LLC, a Delaware limited liability company (“CLEC”), and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or CLEC or both as a “Party” or “Parties.”

WITNESSETH

WHEREAS, AT&T is an incumbent local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, CLEC is or seeks to become a CLEC authorized to provide telecommunications services in the state of Florida; and

WHEREAS, CLEC wishes to resell AT&T’s telecommunications services and purchase network elements and other services, and, primarily in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement); and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to and consistent with the rights and obligations set forth in Sections 251 and 252 of the Act.

WHEREAS, in entering this Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this Agreement, with respect to any orders decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature, or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this Agreement, or which the parties have not fully incorporated into this agreement or which be the subject of further government review;

NOW THEREFORE, in consideration of the mutual agreements contained herein, AT&T and CLEC agree as follows:

The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

1. **Definitions**

- 1.1 The definitions set forth in this Section apply to the Agreement as a whole and both Parties' conduct thereunder. Additional definitions are included in the various attachments to this Agreement. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural.
- 1.2 **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 (10) percent.
- 1.3 **Commission** is defined as the appropriate regulatory agency in Florida.
- 1.4 **Competitive Local Exchange Carrier (CLEC)** means a telephone company certified by the Commission to provide local exchange service within AT&T's franchised area.
- 1.5 **Day** is defined to mean calendar day, unless otherwise expressly noted.
- 1.6 **Effective Date** is defined as the date that the Agreement is effective, which shall be ten (10) calendar days after the date of last signature executing the Agreement. Upon request by CLEC for a future amendment to incorporate Commission ordered rates, at CLEC's request AT&T shall only propose an amendment with language and rates that are necessary in order to implement such order. Such amendment shall be effective ten (10) calendar days after the date of the last signature executing the amendment or as otherwise ordered in a FCC or Commission order or rule. Non rate impacting future amendments will be effective as of the date of the last signature executing the amendment or as otherwise ordered in a FCC or Commission order or rule. The Parties agree that such signature shall not be unreasonably delayed.
- 1.7 **FCC** means the Federal Communications Commission.
- 1.8 **General Terms and Conditions** means this document including all of the terms, provisions and conditions set forth herein.
- 1.9 **National Holiday** means New Year's Day, Martin Luther King Jr. Day, President's Day/Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day. In the calculation of intervals of less than ten (10) calendar days national holidays will be excluded.
- 1.10 **Project Management** means the AT&T Professional Services organization.

- 1.11 **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.
- 1.12 **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.
- 1.13 **Telecommunications Act of 1996** ("1996 Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The 1996 Act is part of the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.) as amended ("the Act").
- 1.14 The use of the term "end user" or "customer" throughout this Agreement shall not be construed to expand, restrict or eliminate any rights or obligations of the Parties.
2. **CLEC Certification**
- 2.1 Prior to execution of this Agreement, AT&T may request and CLEC agrees to provide AT&T in writing CLEC's CLEC certification for Florida. AT&T will file this Agreement with the appropriate Commission for approval.
- 2.2 To the extent CLEC is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, CLEC will notify AT&T in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, AT&T will file this Agreement with the appropriate Commission for approval.
3. **Term of the Agreement**
- 3.1 The term of this Agreement shall begin on the Effective Date and expire on September 09, 2012, and shall apply to the AT&T territory in the state of Florida. 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.
- 3.2 The Parties agree that by no earlier than two hundred seventy (270) calendar days and no later than one hundred and eighty (180) calendar days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").
- 3.3 If, within one hundred and thirty-five (135) calendar days of the designated start date of the negotiation referred to in Section 3.2, above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate

terms, conditions and prices pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the Subsequent Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its Arbitration order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement, the Subsequent Agreement ultimately ordered by the Commission, or negotiated by the Parties, will be effective upon the effective date set forth in the Subsequent Agreement.

3.4 Notwithstanding the foregoing and except as set forth in Section 3.4.1 below, in the event that, as of the date of the expiration 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 252 of the Act, then either Party may terminate this Agreement upon sixty (60) calendar days notice to the other Party. In the event that AT&T terminates this Agreement as provided above, AT&T shall continue to offer services to CLEC pursuant to AT&T's then current standard interconnection agreement or CLEC may exercise its rights under Section 252(i) of the Act. In the event that AT&T's standard interconnection agreement becomes effective as between the Parties or CLEC adopts another agreement, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement.

3.4.1 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

4. **Termination**

4.1 CLEC may terminate any network element, interconnection or other services provided under this Agreement upon thirty (30) calendar days written notice to AT&T. In such cases, CLEC's obligation to pay for such network element, interconnection or other services shall be limited to the amounts due provided up to and including the date of termination.

4.2 Upon notice of termination, the Parties agree to cooperate in an orderly and efficient transition to CLEC or another vendor and to exercise their best efforts to effect an orderly and efficient transition.

5. **Operational Support Systems**

- 5.1 CLEC shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, and/or the Pricing Schedule as applicable.

6. **Parity**

- 6.1 When CLEC purchases services from AT&T pursuant to Attachment 1 of this Agreement for the purposes of Resale to its customers, such services shall be at least 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. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by AT&T to CLEC shall be at least equal in quality to that which AT&T provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of AT&T and the network of CLEC shall be at a level that is at least equal to that which AT&T provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within AT&T's network and shall extend to a consideration of service quality as perceived by AT&T's customers and service quality as perceived by CLEC and its customers.

7. **White Pages Directory Listings Requirements**

- 7.1 Listings. CLEC shall provide all new, changed and deleted listings on a timely basis and AT&T or its agent will include CLEC residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement in a nondiscriminatory manner and at parity. Directory listings will make no distinction between CLEC and AT&T subscribers.

- 7.1.1 Rates. So long as CLEC provides subscriber listing information (SLI) to AT&T in accordance with Section 7.2 below, AT&T shall provide to CLEC one (1) primary White Pages listing per CLEC subscriber at no charge for the initial listing. Additions or changes to the initial subscriber White Pages listing shall incur a secondary service charge in accordance with Section A4.2 of AT&T's GSST.

- 7.2 Procedures for Submitting CLEC SLI are found in The AT&T Business Rules for Local Ordering located at AT&T's CLEC Online web site.

- 7.2.1 CLEC authorizes AT&T to release all CLEC SLI provided to AT&T by CLEC to qualifying third parties via either license agreement or AT&T's Directory Publishers Database Service (DPDS), GSST, Section A38.2, as the same may be amended from time to time. Such CLEC 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.

- 7.2.2 No compensation shall be paid to CLEC for AT&T's receipt of CLEC 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 CLEC's SLI, or costs on an ongoing basis to administer the release of CLEC's SLI, CLEC 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 CLEC's SLI, CLEC will be notified. If CLEC does not wish to pay its proportionate share of these reasonable costs, CLEC may instruct AT&T that it does not wish to release its SLI to independent publishers, and CLEC shall amend this Agreement accordingly. CLEC will be liable for all costs incurred until the effective date of the amendment.
- 7.2.3 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by CLEC under this Agreement. Except to the extent caused by gross negligence or willfull misconduct by AT&T, CLEC shall indemnify, 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 CLEC listings or use of the SLI provided pursuant to this Agreement. AT&T may forward to CLEC any complaints received by AT&T relating to the accuracy or quality of CLEC listings.
- 7.2.4 AT&T agrees to address any issue regarding a directory listing raised by a CLEC customer in the same manner that AT&T does for AT&T's customers.
- 7.2.5 Listings and subsequent updates will be released consistent with AT&T system changes and/or update scheduling requirements.
- 7.3 Unlisted/Non-Published Subscribers. CLEC will be required to provide to AT&T the names, addresses and telephone numbers of all CLEC customers who wish to be omitted from directories.
- 7.4 Inclusion of CLEC Customers in Directory Assistance Database. AT&T will include and maintain CLEC subscriber listings in AT&T's Directory Assistance databases at no recurring charge and CLEC shall provide such Directory Assistance listings to AT&T at no recurring charge.
- 7.5 Listing Information Confidentiality. AT&T will afford CLEC's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.
- 7.6 Additional, Designer, Non-Listed and Non-Published Listings. AT&T shall provide Additional, Designer, Non-Listed and Non-Published White Pages

Listings to CLEC's customers under the same rates, terms and conditions as AT&T makes such listings available to its own customers. Where AT&T charges its customers for Additional, Designer, Non-Listed and Non-Published White Pages Listings, AT&T shall publish such listings under the same rates, terms and conditions to CLEC for its Resale customers subject to the applicable wholesale rates in Attachment 1.

7.7 Directories. AT&T or its agent shall make available White Pages directories to CLEC subscribers at no charge or as specified in a separate agreement with AT&T's agent.

7.7.1 Delivery. AT&T or its agent shall deliver White Pages directories to CLEC customers at parity with AT&T's delivery of directories to its own customers.

8. **Local Dialing Parity**

8.1 AT&T shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. CLEC customers shall not have to dial any greater number of digits than AT&T customers to complete the same call. In addition, CLEC customers shall experience at least the same service quality as AT&T customers in terms of post-dial delay, call completion rate and transmission quality.

9. **Court Ordered Requests for Call Detail Records and Other Subscriber Information**

9.1 Subpoenas Directed to AT&T. Where AT&T provides resold services or local switching for CLEC, 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 CLEC 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 CLEC customers for the same length of time it maintains such information for its own customers.

9.2 Subpoenas Directed to CLEC. Where AT&T is providing to CLEC Telecommunications Services for resale, then CLEC agrees that in those cases where CLEC receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to CLEC customers, and where CLEC does not have the requested information, CLEC 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 9.1 above.

9.3 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.

10. **Liability and Indemnification**

10.1 CLEC Liability. In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities that are Parties to this Agreement shall be jointly and severally liable for the obligations of CLEC under this Agreement.

10.2 The Parties have negotiated specific provisions in Section 10 of Attachment 3 and Section 5 of Attachment 7 to which the provisions of the following sentence shall not apply. For all other matters, AT&T shall take financial responsibility for its own actions in causing or contributing to unbillable or uncollectible, CLEC revenue.

10.3 Liability for Acts or Omissions of Third Parties. The Parties shall not be liable to each other for any act or omission of another Telecommunications company.

10.4 Limitation of Liability

10.4.1 Except for any indemnification obligations of the Parties hereunder, and except in cases of the provisioning Party's gross negligence or willful misconduct, 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 negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

10.4.2 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 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.

10.4.3 Neither AT&T nor CLEC shall be liable for physical damage to the other Party's premises, facilities and 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, gross negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

- 10.4.4 Nothing in this Section 10 shall limit a Party's obligation to indemnify or hold harmless the other Party set forth elsewhere in this Agreement. Except in cases of gross negligence or willful or intentional misconduct, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages. 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.
- 10.4.5 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 the particular facts or circumstances covered by the more specific provision, the liability or limitation of liability contained in such specific provision shall apply. Nothing in this Section shall be interpreted to limit CLEC's rights to remedies and/or claims provided or contemplated elsewhere in this Agreement.
- 10.5 Indemnification for Certain Claims. 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 for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications. The Party receiving services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party providing services hereunder against any claim, loss or damage to the extent arising from (1) the providing Party's failure to abide by Applicable Law, or (2) injuries or damages arising out of or in connection with this Agreement to the extent caused by the providing Party's negligence, gross negligence or willful misconduct.
- 10.5.1 Promptly after receipt of notice of the commencement of, or of any definite and colorable written claim or written threat as to the commencement of any action or proceeding relating to a matter or matters for which a Party may seek indemnification pursuant to this Section 10.5.1, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of the action or proceeding so commenced (or claimed or threatened for commencement as aforesaid), whereupon the Indemnifying Party shall, be obligated (unless the Indemnified Party shall have otherwise waived such obligation in its sole and absolute discretion by its written election to maintain its own defense, subject, in such event and in all respects, to the exemptions from and limitations applicable to the Indemnifying Party's liability as provided in the final sentence of this Section 10.5.1) to assume the defense thereof at its sole cost and expense using counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party in its reasonable and good faith business judgment; provided that, the Parties hereby acknowledge and agree that the

failure by an Indemnified Party to notify the Indemnifying Party as to a claim or the commencement (or written claim or threat of commencement) of any action or proceeding as aforesaid shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party with respect thereto, except and to the extent that the Indemnifying Party shall have actually and demonstrably incurred material prejudice, or suffered forfeiture of material substantive defenses or claims, resulting directly and exclusively from the failure to so notify. From and after assumption by an Indemnifying Party of the defense of any such pending (or claimed or threatened, as above) claim, action or proceeding, the Indemnified Party shall cooperate in a good faith and commercially-reasonable manner with the Indemnifying Party's reasonable requests for assistance or information relating to such action or proceeding, at the Indemnifying Party's sole cost and expense. The Indemnified Party shall retain the right to participate in the investigation and defense of such action or proceeding, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party shall have elected in its sole and absolute discretion to waive any further right to be indemnified with respect to any such action, proceeding or claim the Indemnified Party's counsel shall not unreasonably interfere with the defense by the Indemnifying Party and its counsel, and, absent a good faith and commercially reasonable basis therefore, as communicated in writing to the Indemnifying Party in reasonable detail, the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action would unreasonably conflict with a course of action or inaction chosen by the Indemnifying Party. An Indemnifying Party shall not be liable under this Section 10.5.1 for settlements or compromises by the Indemnified Party of any claim, action or proceeding commenced (or claimed or threatened for commencement as aforesaid) as described in this Section 10.5.1 unless the Indemnifying Party shall have previously consented in writing thereto (such consent not to be unreasonably withheld, conditioned or delayed) or unless the Indemnifying Party has been given notice and reasonable opportunity to defend such claim, action or proceeding and has failed to promptly undertake the defense.

- 10.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT INCLUDING ALL ATTACHMENTS AND EXHIBITS HERETO AND ANY APPLICABLE SERVICE QUALITY STANDARDS, MEASURES, ASSURANCES AND ASSOCIATED REMEDIES ORDERED BY THE FCC OR COMMISSION, 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.

11. Intellectual Property Rights and Indemnification

- 11.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. A Party's use of the other Party's name, service marks and trademarks shall be in accordance with Applicable Law.
- 11.2 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 on software or documents provided by one Party to the other Party for the receiving Party's internal use, shall not be removed provided that such notices are neither visible to nor detectable by the receiving Party's customers. 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.
- 11.3 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 and hold harmless the receiving Party from and against any loss, cost, expense or liability associated with claims.
- 11.4 Claim of Infringement. 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 shall promptly and at its sole expense:
- 11.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 11.4.2 obtain a license sufficient to allow such use to continue, or
- 11.4.3 in the event that the actions contemplated by Section 11.4.1 or 11.4.2 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.

- 11.4.4 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.
- 11.4.5 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.
- 11.5 Dispute Resolution. Any claim arising under this Section shall be excluded from the dispute resolution procedures set forth in Section 13 below and shall be brought in a court of competent jurisdiction.

12. **Proprietary and Confidential Information**

- 12.1 Proprietary and Confidential Information. It may be necessary for AT&T and CLEC, 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) calendar days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 12.1.1 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within forty-five (45) calendar days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information subject to the provisions of this Section 12.
- 12.2 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 of Recipient 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 will not make any copy of the Information inspected by it. The Recipient will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information. Upon request the Information will be returned by the Recipient to the Discloser within thirty (30) calendar days of completion of any use.

- 12.3 **Exceptions.** Recipient will not have an obligation to protect any portion of the Information which:
- 12.3.1 (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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 **Survival of Confidentiality Obligations.** The Parties' rights and obligations under this Section 12 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.
13. **Resolution of Disputes**
- 13.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the

proper implementation of this Agreement, either Party may petition the FCC, the Commission or a court of law for a resolution of the dispute. Either Party may seek expedited resolution by the Commission, and may request that resolution occur in no event later than sixty (60) calendar days from the date of submission of such dispute. The other Party will not object to such expedited resolution of a dispute. If the FCC or 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 to the extent the FCC or the Commission requires the Parties to bear such fees and expenses. Each Party reserves any rights it may have to seek judicial review of any ruling made by the FCC, the Commission or a court of law concerning this Agreement. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement, unless the issue as to how or whether there is an obligation to perform is the basis of the dispute, and shall continue to provide all services and payments as prior to the dispute provided however, that neither Party shall be required to act in any unlawful fashion.

14. Taxes

14.1 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 therefore, excluding any taxes levied on income.

14.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

14.2.1 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.

14.2.2 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.

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

14.3.1 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.

14.3.2 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.

- 14.3.3 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 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 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.
- 14.3.4 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.
- 14.3.5 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.
- 14.3.6 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.
- 14.3.7 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) calendar days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) calendar days after receipt of such assessment, proposed assessment or claim.
- 14.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 14.4.1 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.

- 14.4.2 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. The Parties agree to use good faith efforts to bill taxes promptly.
- 14.4.3 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 purchasing Party shall retain the right to contest, or to have the providing Party contest on its behalf, the imposition of such taxes and fees; provided however, that any such contest undertaken by or at the request of the purchasing Party shall be at the purchasing Party's expense.
- 14.4.4 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.
- 14.4.5 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.
- 14.4.6 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.
- 14.4.7 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) calendar days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) calendar days after receipt of such assessment, proposed assessment or claim.
- 14.5 Mutual Cooperation. 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.

15. **Network Maintenance and Management**

15.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.

15.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its customers or any other Telecommunications Carrier.

15.3 AT&T agrees to provide CLEC prior notice consistent with applicable FCC rules and the Act of changes in information or technical specifications necessary for the transmission and routing of services using AT&T's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks.

16. **Force Majeure**

16.1 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 CLEC, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, 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.

17. **Modification of Agreement**

17.1 AT&T shall make agreements available to CLEC in accordance with 47 USC § 252(i) and 47 C.F.R. § 51.809.

17.2 If CLEC changes its name or makes changes to its company structure that affects the identity of CLEC due to a merger, acquisition, transfer or any other reason, it is

the responsibility of CLEC to notify AT&T of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

17.3 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.

17.4 In the event that any (1) effective legislative, regulatory, judicial or other legal action or (2) obligation or commitment regarding interconnection, resale or access to network elements which obligation or commitment expressly applies generically to all CLECs made by AT&T to any state or federal regulatory authority or the U.S. Department of Justice ("Governmental Body") in connection with any merger or regulatory proceeding regarding AT&T's obligations under the Act,) materially affects any material terms of this Agreement, or the ability of CLEC or AT&T to perform any material terms of this Agreement, CLEC or AT&T may, on thirty (30) calendar days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) calendar days after such notice, the Dispute may at any time thereafter be resolved in accordance with the Dispute Resolution procedure set forth in this Agreement.

18. **Non-Waiver of Legal Rights**

18.1 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. 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).

19. **One Agreement**

19.1 Subject to the provisions of Sections 17 and 20, the Parties acknowledge that they negotiated this Agreement as a single contract and do not consider the separate Attachments of this Agreement to be separate contracts. Each Attachment contains provisions that are subject to the provisions of the General Terms and Conditions; application of some provisions may require or trigger application of provisions in other Attachments hereto.

20. **Severability**

20.1 If any provision of this Agreement, or part thereof, shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party

shall be construed and enforced accordingly. Provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions. 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 13 above.

21. **No Waiver**

21.1 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.

22. **Governing Law**

22.1 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.

23. **Assignments**

23.1 Except as provided herein, any assignment by either Party to any non-affiliated 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. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party or to an entity purchasing all or substantially all of the Party's assets without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) calendar days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of CLEC, the assignee must provide evidence of Commission CLEC certification. 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 and unless the Parties agree otherwise, CLEC shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) CLEC pays all bills, past due and

current, under this Agreement, or (2) CLEC's assignee expressly assumes liability for payment of such bills.

24. **Notices**

24.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by U.S. Mail postage prepaid, addressed to:

AT&T

Contract Management
ATTN: Notices Manager
311 S. Akard St. 9th Floor
Four AT&T Plaza
Dallas, TX 75202-5398
Fax: (214) 464-2006

FPL FiberNet, LLC

David Eckmann
Director, Legal & Regulatory Affairs
9250 W. Flagler Street
Miami, FL 33174
Telephone: (305) 345-8053
Fax: (305) 229-5820

24.2 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 (5th) calendar day, or next business day after the fifth (5th) calendar day, after it was deposited in the mail. Notice by overnight courier shall be effective on the date it was delivered, except that notice delivered on a non-business day shall be deemed effective on the next business day.

24.3 Subject to Section 45.2 below, AT&T will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to AT&T's CLEC Online web site, and any other information of general applicability to CLEC.

25. **Rule of Construction**

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

26. **Headings of No Force or Effect**

26.1 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.

27. **Cooperation in Preventing Customer Fraud**

27.1 The Parties agree to cooperate fully with one another to investigate, minimize, prevent and take action in cases of fraud by an customer involving the provision of services to CLEC under this Agreement.

28. **Revenue Protection**

28.1 AT&T shall make available to CLEC fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements or services provided pursuant to this Agreement. These features include switch functions such as screening codes and call blocking of international, 900 and 976 numbers. To the extent separate charges apply for such features, the charges will be set forth in the appropriate attachment to this Agreement or will be negotiated between the Parties and added to this Agreement via an amendment at such time as CLEC requests the features.

29. **Law Enforcement Interface**

29.1 Both Parties shall work cooperatively to comply with all legal or regulatory requirements related to number recording devices, including, for example, orders related to trap and trace and wire taps.

30. **Multiple Counterparts**

30.1 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.

31. **Filing of Agreement**

31.1 Upon execution of this Agreement AT&T shall file the Agreement with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as CLEC is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

32. **Compliance with Applicable Law**

32.1 Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, injunctions, judgments and binding decisions, awards and decrees that relate to its obligations under this Agreement (“Applicable Law”).

32.2 This Agreement is intended to memorialize the Parties' mutual agreement with respect to their obligations under the Act and applicable FCC and Commission rules and orders. To the extent that either Party asserts that an obligation, right or other requirement, not expressly memorialized herein, is applicable under this Agreement by virtue of an FCC or Commission rule or order or, with respect to Applicable Law relating to substantive Telecommunications law only, and such obligation, right or other requirement is disputed by the other Party, the Party asserting such obligation, right or other requirement is applicable shall petition the Commission, a court of law, or the FCC for resolution of the dispute.

32.3 Where a Commission has adopted rates for network elements or services provided under this Agreement, as of the Effective Date, it is the intent of the Parties that the rate exhibits incorporated into this Agreement will be those rates, unless otherwise negotiated by the Parties. Upon request of either Party, errors in rate sheets will be corrected up to ninety (90) calendar days retroactively, and prospectively, by amendment to this Agreement. This Section shall not affect either Party's rights pursuant to Section 1.1.3 of Attachment 7 of this Agreement for charges other than those for which there is an error in the rates sheets.

33. **Necessary Approvals**

33.1 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.

34. **Good Faith Performance**

34.1 Each Party shall act in good faith in its performance under this Agreement. Where notice, approval, consent, agreement or similar action by a Party is permitted or required by any provision of this Agreement (including without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action will not be unreasonably delayed, withheld or conditioned.

35. **Independent Contracting Parties**

35.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party shall be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability and except as otherwise provided in this

Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

36. **Subcontracting**

36.1 If any obligation is performed through a subcontractor, each Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party shall be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of any facilities or services provided herein, shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent that the subcontracting Party is required to protect the same under the terms of this Agreement.

37. **Labor Relations**

37.1 The Parties shall endeavor to minimize impairment of service to the other Party in the event of a labor dispute to the extent permitted by Applicable Law.

38. **Compliance with the Communications Assistance for Law Enforcement Act of 1994 ("CALEA")**

38.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such other Party's noncompliance.

39. **Customer Inquiries**

39.1 Calls About the Other Party's Products and Services. Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services or products: (i) provide such numbers, if available to the personnel receiving the call, to callers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about their

products or services during that same inquiry/subscriber contact, unless that information specifically is requested by the caller. Subject to the limitations of this Section, both Parties maintain the right to serve directly any customer within the service area of the other Party. Both Parties may directly market their own telecommunications products and services and in doing so may establish independent relationships with customers of the other Party.

40. **Additional Fair Competition Requirements**

40.1 In the event that AT&T transfers facilities or other assets to an Affiliate during the term of this Agreement, which are necessary in order for AT&T to comply with its obligations under this Agreement, and AT&T is required by law to continue to provide such interconnection, services or network elements under this Agreement even after such transfer, then such obligations hereunder shall survive and AT&T shall continue to perform such obligations. In the event that AT&T transfers facilities or other assets to an Affiliate during the term of this Agreement, which are necessary in order for AT&T to comply with its obligations under this Agreement, and AT&T is relieved of its obligations to provide such interconnection, services or network elements, but such Affiliate is required by law to perform such obligations to the extent that AT&T was required to, then AT&T shall be relieved of its obligations hereunder and such obligations shall survive and transfer to such Affiliate pursuant to the Assignment Section hereof.

40.2 AT&T shall allow CLEC's local exchange customers to select AT&T for the provision of intraLATA toll services to the extent AT&T makes such stand alone intraLATA services available to the general public on a nondiscriminatory basis.

40.3 Each Party shall protect the confidentiality of proprietary information of, and relating to, the other Party and its customers or any other carrier. If either Party receives or obtains proprietary information from the other for the purposes of providing services under this agreement, such Party shall use such information only for such purpose and shall not use such information for its own marketing purpose.

41. **Posting of Agreements**

41.1 AT&T shall post on its web site any AT&T interconnection agreement between AT&T and any third party no later than ten (10) calendar days after the approval of such agreement with the Commission.

42. **Nonexclusive Dealings**

42.1 This Agreement does not prevent either Party from providing or purchasing services to or from any other person.

43. **Rate True-Up**

43.1 This Section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.

43.2 The designated true-up rates shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up 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 disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of Section 13 above of the General Terms and Conditions of this Agreement.

44. **Survival**

44.1 In no event shall the expiration or termination for any reason of this Agreement relieve either Party of any liability or obligation accruing in favor of the other Party in respect of acts or omissions occurring prior thereto. Any liabilities and all obligations of each Party under the provisions regarding indemnification, confidentiality of information, liability, and any other provisions of this Agreement that by their specific nature or express terms are contemplated to survive (or be performed) thereafter shall survive expiration or termination.

45. **Entire Agreement**

45.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 45.4 below, and subject to the limitations set forth in Section 45.2 all documents identified herein. 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. 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 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.

45.2 **Guides**

45.2.1 The Parties acknowledge that certain provisions of this Agreement reference certain AT&T documents and publications (collectively referred to herein as the "Guides"). All Guides referred to in this Agreement, are incorporated herein and made a part hereof by reference. To the extent that there is a conflict between a provision of a Guide and a provision of this Agreement, the provision of this Agreement shall prevail. AT&T may, from time to time during the term hereof, change or alter said Guides (including replacing a Guide entirely with a successor Guide with a different name). The Parties agree that if the change or alteration was made to AT&T's OSS interface Guides as a result of the Change Control Process (CCP), results from a revision to a generally accepted and implemented industry standard or guideline (e.g. Ordering Billing Forum (OBF), Telcordia guidelines, etc.), or other legal requirement directly affecting the Guides provided, if such legal requirement would be subject to the change of law provision in these General Terms and Conditions, the change to the Guide would not be applicable until this Agreement is amended to reflect the update to the Guide, or if CLEC agrees to such change or alteration, any such change or alteration shall become effective as specified in the terms of the notice to CLEC via the applicable Internet website posting. In all other cases, a change in a Guide which (1) alters, amends or conflicts with any term of this Agreement; (2) changes any charge or rate, or the application of any charge or rate, specified in this Agreement; (3) adds a new rate or rate element not previously specified in the Agreement; (4) causes CLEC to incur material cost or expense to implement the change or alteration; or (5) increases an interval set forth in this agreement, will not be effective with respect to CLEC until AT&T and CLEC sign an amendment to this Agreement reflecting the changes described in items (1), (2), (3) or (5); or unless CLEC fails to inform AT&T in writing that it does not agree to such change or alteration within forty-five (45) calendar days of notice of such change being given to CLEC for item (4). For purposes of item (4), a cost or expense shall be deemed material if it imposes a financial burden on CLEC, but shall not include costs associated with disseminating notice of the change or providing training regarding the change to employees. In addition, AT&T will use its best efforts, upon CLEC's request to provide such notices via e-mail to the address specified by CLEC.

In the event that the Parties disagree as to whether any alteration or amendment described in this Section is effective as to CLEC pursuant to the requirements of this Section, either Party may, at its option, seek resolution of the dispute in accordance with the Dispute Resolution provisions in the General Terms and Conditions of this Agreement. In cases where there is a dispute with respect to any alteration or amendment described in this Section becoming effective as to CLEC, such alteration or amendment described in this Section shall not become effective as to CLEC until there is mutual agreement between the Parties that it

should become effective or an order resulting from the Dispute Resolution process finding in favor of its becoming effective.

45.3 In various provisions of this Agreement, the Parties have included references to tariffs filed by the Parties. If such tariff is referenced for the purposes of a service that is provisioned pursuant to such tariff, and there is a conflict between such referenced tariff provisions and this Agreement, the terms of the tariff shall control. If the service is provisioned pursuant to this Agreement but the tariff is referenced for a rate, an interval or another purpose, to the extent that there is a conflict between such referenced tariff provision and this Agreement, and except as otherwise set forth in this Agreement, the terms of this Agreement shall prevail.

45.4 This Agreement includes eleven (11) Attachments with provisions for the following:

- Resale
- Network Elements and Other Services
- Network Interconnection
- Collocation
- Access to Numbers and Number Portability
- Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
- Billing
- Rights-of-Way, Conduits and Pole Attachments
- Performance Measurements
- AT&T Disaster Recovery Plan
- Bona Fide Request/New Business Request Process

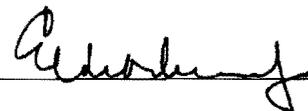
45.5 The following services are included as options for purchase by CLEC pursuant to the terms and conditions set forth in this Agreement. CLEC may elect to purchase said services by written request to its Local Contract Manager if applicable:

- Optional Daily Usage File (ODUF)
- Enhanced Optional Daily Usage File (EODUF)

FPL FiberNet, LLC

**BellSouth Telecommunications, Inc. d/b/a AT&T
Florida by AT&T Operations, Inc., its authorized
agent**

Signature: 

Signature: 

Name: Bruce Wanker
(Print or Type)

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Controller
(Print or Type)

Title: Director - Interconnection Agreements

Date: 6/29/10

Date: 7-1-10

| | <u>Resale OCN</u> | <u>CLEC OCN</u> |
|---------|-------------------|-----------------|
| Florida | 700C | 658C, 0823 |
| ACNA | FPL | |

Attachment 1

Resale

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RESALE

1. Discount Rates

- 1.1 The Commission-approved discount rates applied to CLEC purchases of AT&T for the purpose of resale shall be as set forth in the Pricing Schedule. 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 CLEC for the purposes of resale to CLEC's customers shall be available at AT&T's tariffed rates less the discount set forth in the Pricing Schedule and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

- 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 non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.2 RESALE means an activity wherein a certificated CLEC, such as CLEC, subscribes to the telecommunications services of AT&T and then offers those 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. AT&T shall make available to CLEC for resale those telecommunications services that AT&T is required to offer for resale pursuant to the 1996 Act and applicable FCC and Commission rules and orders. AT&T currently makes such services available pursuant to its General Subscriber Services Tariff and Private Line Services Tariff.
 - 3.1.1 When CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
 - 3.1.2 In Tennessee, if CLEC does not resell Lifeline service to any end users, and if CLEC agrees to order an appropriate Operator Services/Directory Assistance block as set forth in AT&T's General Subscriber Services Tariff, the discount shall be 21.56%.

- 3.1.2.1 In the event CLEC resells Lifeline service to any end user in Tennessee, AT&T will begin applying the 16% discount rate to all services. Upon CLEC and AT&T's implementation of a billing arrangement whereby a separate Master Account ("Q-account") associated with a separate Operating Customer Number ("OCN") is established for billing of Lifeline service end users, the discount shall be applied as set forth in Section 3.1.2 preceding for the non-Lifeline affected Q-account.
- 3.1.2.2 CLEC must provide written notification to AT&T within thirty (30) days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 CLEC 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:
 - 3.2.1 CLEC must resell services to other customers.
 - 3.2.2 CLEC cannot be a CLEC for the single purpose of selling to itself.
- 3.3 CLEC 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 CLEC for said services.
- 3.4 AT&T shall have no contact with the customer except to the extent provided for in this Agreement.
- 3.5 Nothing herein shall affect AT&T's rights, consistent with applicable law, to: (i) bill the customer for any services that the customer specifies it wishes to receive directly from AT&T, (ii) serve directly any customer within the service area of CLEC, or (iii) market directly its own telecommunications products and services and in doing so may establish independent relationships with customers of CLEC consistent with applicable law.
 - 3.5.1 When an customer of CLEC 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 reasonable and non discriminatory standard interval for the customer's requested service as set forth in the AT&T Product and Services Interval Guide.
 - 3.5.2 AT&T and CLEC will refrain from contacting a 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 CLEC to the other Party until such time that the order for service has been completed. The Parties agree to comply

with any applicable FCC and Commission rules and orders with respect to contacting customers who have elected to change telecommunications carriers.

- 3.6 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. The customer to whom a telephone number associated with services furnished by AT&T has been assigned has the right to continue using the telephone number to receive those services unless AT&T is required to change the telephone number in connection with the implementation of area code relief in the form of a geographic split and/or NXX change, in which case AT&T shall have the right to change the telephone numbers, the central office designation associated with such numbers or both after providing CLEC a period of notice in accordance with the FCC's Notices of Network Change rules. Such number changes shall be done only when 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 reasonable and nondiscriminatory basis. Nothing in this Agreement shall affect the ability of a customer to port any telephone number associated with services furnished by AT&T to a different service provider in accordance with applicable FCC rules and industry guidelines.
- 3.7. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.8. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.9. AT&T can refuse service in accordance with Section A2.2.9 of its General Subscriber Services Tariffs and Section B2.2.2 of its Private Line Services Tariffs.
- 3.10. AT&T will cooperate with law enforcement agencies with subpoenas and court orders relating to CLEC's customers, pursuant to Section 9 of the General Terms and Conditions.
- 3.11. If appropriate CLEC personnel have actual knowledge that one of its customers is utilizing a AT&T resold telecommunications service in a manner that is not consistent with the terms and conditions of the tariff applicable to such service, CLEC will take corrective action and will discontinue provisioning of such service if not cured within thirty (30) calendar days.
- 3.12 Facilities and/or equipment utilized by AT&T to provide service to CLEC remain the property of AT&T.
- 3.13 White page directory listings for CLEC customers will be provided in accordance with Section 7 of the General Terms and Conditions.

- 3.14 Service Ordering and Operational Support Systems (“OSS”)**
- 3.14.1 CLEC must order services through resale interfaces, i.e., the Local Service Center (“LSC”) and/or appropriate Complex Resale Support Group (“CRSG”) pursuant to this Agreement. AT&T has developed and made available the interactive interfaces by which CLEC may submit a Local Service Request (“LSR”) electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a reasonable standard format designated by AT&T and will be required on a nondiscriminatory basis.
- 3.14.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in the Pricing Schedule. An individual LSR will be identified for billing purposes by its Purchase Order Number (“PON”). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in the Pricing Schedule. Supplements or clarifications to a previously billed LSR will not incur an additional OSS charge over and above the original OSS charge.
- 3.14.3 Denial/Restoral OSS Charge. In the event CLEC provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 3.14.4 Cancellation OSS Charge. CLEC will incur an OSS charge for an accepted LSR that is later canceled.
- 3.15 AT&T shall provide 911/E911 for CLEC customers in the same manner that it is provided to AT&T customers. AT&T shall provide and validate CLEC customer information to the PSAP. AT&T shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the CLEC customer service information in the ALI/DMS (“Automatic Location Identification/Location Information”) databases used to support 911/E911 services.
- 3.16 AT&T shall bill, and CLEC shall pay, the customer line charge associated with implementing Number Portability as set forth in AT&T’s FCC Access tariff. This charge is not subject to the wholesale discount.
- 3.17 Pursuant to 47 CFR Section 51.617, AT&T shall bill to CLEC, and CLEC shall pay, the customer common line charges identical to the customer common line charges AT&T bills its customers.
- 3.18 New Resale Services/Changes in Provision of Resale Services. AT&T may provide CLEC notice via Internet posting of price changes and changes to the terms and conditions of services available for resale. AT&T shall provide notice within the timeframes ordered by the Commission for the provision of notice to

CLECs by AT&T regarding changes to resold services. Where no such Commission requirement exists, AT&T shall provide notice of discontinuance of resold services and notice of rate increases on resold services ten (10) calendar days prior to CLEC's obligation to provide notice of discontinuance of resold services and notice of rate increases on resold services to its customers pursuant to Commission rule or order. AT&T will post on its website changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted, and any other information of general applicability to CLECs.

4. AT&T's Provision of Services to CLEC for Resale

4.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.1 AT&T may request relevant documentation related to services purchased by CLEC to verify CLEC's claims for discounts and asserted volumes, if AT&T has a reasonable basis upon which to suspect that such claims are invalid. Such request shall be made on a nondiscriminatory basis and shall not occur more than once in a twelve (12) month period. CLEC shall maintain sufficient records and data, for a period up to six (6) months, that are relevant and reasonably necessary to determine compliance with tariff provisions regarding such discounts and for verifying asserted volumes to AT&T. AT&T shall bear the costs associated with said request if such claims for discounts and volumes are valid. Any information provided by CLEC for purposes of such request shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

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. In accordance with FCC 47 C.F.R. Section 51.603, AT&T will provide services to CLEC for resale that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that AT&T provides these services to others, including customers. Usage allowances (e.g., Business Plus* service) described in AT&T's tariffs shall not be aggregated for more than one customer or across multiple resold services. Volume discount offerings (e.g., Watsaver® service) may be aggregated by CLEC for multiple customers.

4.3 CLEC may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

4.4 If CLEC 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 General Subscriber Services Tariffs and Private Line Services Tariffs.

- 4.5 **Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas**
- 4.5.1 AT&T will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.
- 4.5.2 When CLEC 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.
- 4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to CLEC.
- 4.5.4 CLEC must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming a customer account where such circumstances apply.
- 4.6 **Requirements for Specific Services.** AT&T shall make available for resale the services included in this Section 4.6 at the discounts set forth in the Pricing Schedule.
- 4.6.1 **Lifeline and Link-up.** AT&T shall make available Lifeline and Link-up Services for resale in accordance with Commission and FCC rules and regulations and with the reasonable and nondiscriminatory terms and conditions set forth in AT&T's applicable tariffs. Such services shall be available to CLEC for resale only to those CLEC subscribers who meet the qualifications as set forth in applicable regulations. AT&T shall indicate with a USOC on the customer service record if an end user is subscribing to Lifeline or Link-up. CLEC shall comply with all aspects of the FCC's and the Commission's orders and rules implementing Lifeline and Link-up programs. To the extent other Voluntary Federal Subscriber Financial Assistance Programs are offered by AT&T and to the extent AT&T is required to make such programs available for resale, such programs shall be offered to CLEC on rates, terms and conditions as required by Applicable Law.
- 4.6.2 **Grandfathered Services.** AT&T shall offer for resale to CLEC pursuant to FCC 47 C.F.R. 51.615 all grandfathered services.
- 4.6.3 **N11 Service.** AT&T shall make available for resale any existing N11 services at the discount rates set forth in the Pricing Schedule.
- 4.6.4 **911/E911 Service.** CLEC shall have the right to resell 911 or E911 services.

- 4.6.5 Customer Specific Offerings Including Contract Service Arrangements (“CSAs”) and other contractual arrangements. CSAs shall be available for resale, at the same rates, terms and conditions offered to AT&T’s customers, and in accordance with Commission and FCC Rules and Regulations less the wholesale discount set forth in the Pricing Schedule. In cases where CLEC resells an existing CSA, termination liability will not be triggered by a transfer of the CSA from AT&T to CLEC. CLEC may resale an existing CSA to the existing customer or to another similarly situated customer. Customers are similarly situated if their quantity of use and time of use, and the manner and costs of service are the same.
- 4.6.6 Promotions. For purposes of this Agreement, a “short term” promotion will be as set forth in FCC 47 C.F.R. 51.613.
- 4.6.6.1 AT&T shall make Telecommunications Services subject to short term promotions available to CLEC at the short term promotional rate consistent with Exhibit A.
- 4.6.6.2 The inclusion of a telecommunications service, available for resale at a resale discount, as a component of a promotion, shall not relieve AT&T of the obligation to offer such underlying telecommunications service separately for resale at the resale discount.
- 4.6.6.3 Promotions of greater than ninety (90) days will be available to CLEC for resale.
- 4.6.7 Special Assemblies. Existing special assembly agreements for telecommunications services shall be available for resale, at the same terms and conditions offered to AT&T’s customers. A special assembly shall be made available for resale at the price of the special assembly less the wholesale discount. CLEC shall be responsible for all terms and conditions of such special assembly including but not limited to termination liability if applicable. Termination liability will not be triggered as a result of a transfer of the special assembly from AT&T to CLEC.
- 4.6.8 Volume Discount Plans. Subject to Section 4.2 to the extent AT&T offers, pursuant to its Tariffs, any services the rate for which varies depending upon the volume purchased or the term for which the subscribers commit to purchase such service, AT&T shall offer such services on the same terms and conditions to CLEC.
- 4.6.9 Pay Phone Service. AT&T shall make available to CLEC for resale Public Telephone Access Services (pay phone/PTAS) to the extent AT&T is required to do so pursuant to FCC and Commission rules.
- 4.6.10 Voice Mail Service. Where available to AT&T’s customers, AT&T shall provide the following Telecommunications Services at a discount, as set forth in the Pricing Schedule, for use in conjunction with voice mail services:

- Message Waiting Indicator (“MWF”) stutter dial tone and message waiting light feature capabilities.
- CF/Busy (Call Forward Busy Line).
- CF/DA (Call Forward Don’t Answer).

The services listed in AT&T’s Messaging Services information found at AT&T’s CLEC Online web site shall be made available for resale, without the wholesale discount, in conjunction with other tariff services offered for resale.

- 4.6.11 AT&T shall provide branding for, or shall unbrand, voice mail services for CLEC per the Bona Fide Request/New Business Request process as set forth in Attachment 11 of this Agreement.
- 4.6.12 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital customers, respectively in accordance with Section A2 of AT&T’s GSST. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (“PSP”) customers in accordance with Section A7 of AT&T’s GSST. Shared Tenant Service customers can only be sold those local exchange access services available in Section A23 of AT&T’s GSST in the states of Florida, Georgia, North Carolina and South Carolina, and in Section A27 of AT&T’s GSST in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee. Notwithstanding the foregoing, if AT&T offers other services that AT&T is obligated to make available for resale to CLECs at the wholesale discount to Hotel/Motel and Hospital customers, PSPs and shared tenant services customers, such services shall be available to CLEC for resale to such customers.
- 4.6.13 Advanced Intelligent Network (“AIN”). AT&T shall provide for resale all AIN services currently provided pursuant to AT&T’s GSST.
- 4.6.14 Miscellaneous Service Arrangements. CLEC may purchase at the wholesale discount set forth in the Pricing Schedule, the entire set of Miscellaneous Service Arrangements (contained in Section A13 of the GSST with the exception of Information Services), or a subset of any one or any combination of such features on a customer-specific basis, without restriction on the minimum or maximum number of lines and features that may be purchased for any one level of service to the extent such restrictions do not apply to AT&T’s retail customers.
- 4.6.15 Blocking Service. AT&T shall provide call blocking of 700, 900, and 976 services upon request as well as bill to third party and collect calls from CLEC on a line or trunk basis at parity pursuant to Section A13.9 of AT&T’s General Subscriber Services Tariff.

- 4.6.16 Busy Line Verification (“BLV”) and Emergency Line Interrupt (“ELI”). Where AT&T does not route operator services traffic to CLEC’s platform, AT&T shall perform BLV/ELI for CLEC on resold AT&T lines.
- 4.6.17 Inside Wire Maintenance Plan. AT&T’s Inside Wire Maintenance Service Plan is available for resale in accordance with Exhibit A to this Attachment 1 and with Commission and FCC rules and regulations.
- 4.6.18 MemoryCall Service. AT&T’s MemoryCall Service is available for resale in accordance with Exhibit A to this Attachment 1 and with Commission and FCC rules and regulations.
- 4.6.19 Intentionally Left Blank
- 4.6.20 Federal Subscriber Line Charges. AT&T’s Federal Subscriber Line Charges will be passed on to CLEC.
- 4.6.21 Non-Recurring Charges. Non-Recurring Charges associated with services available for resale, where applicable, will be assessed at the discount rates set forth in the Pricing Schedule and in accordance with Exhibit A to this Attachment and with Commission and FCC rules and regulations.
- 4.6.22 Customer Line Change/Number Portability Charge. AT&T’s Customer Line Change/Federal Number Portability Charge will be passed on to CLEC.
- 4.6.23 AdWatch Service. AT&T’s AdWatch Service is available for resale at the discount rates set forth in the Pricing Schedule and in accordance with Exhibit A to this Attachment and with Commission and FCC rules and regulations.

5. Maintenance of Services

- 5.1 Services resold pursuant to this Attachment and AT&T’s General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by AT&T shall be maintained by AT&T.
- 5.2 CLEC 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 To the extent known by appropriate personnel, CLEC will use best efforts to notify AT&T of situations that arise that may result in a service problem. AT&T will advise CLEC of any central office, facility, or network failure that is known at the time of any inquiry or trouble report by CLEC.

- 5.4 CLEC will contact the appropriate repair centers in accordance with procedures established in the AT&T Operational Understanding Guide located at AT&T's CLEC Online website.
- 5.5 For all repair requests, CLEC shall adhere to AT&T's prescreening guidelines prior to referring the trouble to AT&T as set forth in the AT&T Operational Understanding Guide located at AT&T's CLEC Online website.
- 5.6 AT&T will bill CLEC for handling troubles that are found not to be in AT&T's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what AT&T charges to its retail customers for handling troubles that are not found to be in AT&T's network.
- 5.7 AT&T reserves the right to contact CLEC's customers, if deemed necessary, for maintenance purposes.

6. Establishment of Account

- 6.1 Establishment of an account for resale will be done according to the terms of Section 1.2 of Attachment 7 to this Agreement.

7. Establishment of Service

- 7.1 AT&T will accept a request directly from the customer for conversion of the customer's service from CLEC to AT&T or will accept a request from another CLEC for conversion of the customer's service from CLEC to such other CLEC. Upon completion of the conversion AT&T will notify CLEC that such conversion has been completed.

8. Discontinuance of Service to Customers

- 8.1 The procedures for discontinuing service to a customer are as follows:
 - 8.1.1 AT&T will deny service to CLEC's customer on behalf of, and at the request of, CLEC. Upon restoration of the customer's service, restoral charges will apply and will be the responsibility of CLEC.
 - 8.1.2 At the request of CLEC, AT&T will disconnect a CLEC customer.
 - 8.1.3 All requests by CLEC for denial or disconnection of a customer for nonpayment must be in writing.
 - 8.1.4 CLEC will be made solely responsible for notifying the customer of the proposed disconnection of the service.

9. Discontinuance of Service to CLEC

9.1 Discontinuance of service to CLEC will be done according to the terms of Section 1.7 of Attachment 7 to this Agreement.

10. Operator Services (Operator Call Processing and Directory Assistance)

10.1 Operator Call Processing. Operator Call Processing 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 (“ELP”), Emergency Agency Call and Operator-assisted Directory Assistance.

10.2 Upon request for AT&T Operator Call Processing, AT&T shall:

10.2.1 Process 0+ and 0- dialed local calls

10.2.2 Process 0+ and 0- intraLATA toll calls.

10.2.3 Process calls that are billed to CLEC customer's calling card that can be validated by AT&T.

10.2.4 Process person-to-person calls.

10.2.5 Process collect calls.

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

10.2.7 Process station-to-station calls.

10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

10.2.9 Process emergency call trace originated by Public Safety Answering Points.

10.2.10 Process operator-assisted directory assistance calls.

10.2.11 Adhere to equal access requirements, providing CLEC local customers the same IXC access that AT&T provides its own operator service.

10.2.12 Exercise at least the same level of fraud control in providing Operator Service to CLEC that AT&T provides for its own operator service.

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

10.2.14 Direct customer account and other similar inquiries to the customer service center designated by CLEC.

10.2.15 Provide call records to CLEC in accordance with ODUF standards.

10.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

10.3 **Directory Assistance Service**

10.3.1 Directory Assistance 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.

10.3.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by CLEC's customer. AT&T shall provide caller-optional directory assistance call completion service at rates set forth in AT&T's General Subscriber Services Tariff to one of the provided listings.

10.4 **Directory Assistance Service Updates**

10.4.1 AT&T shall update customer listings changes daily. These changes include:

10.4.2 New customer connections

10.4.3 Customer disconnections

10.4.4 Customer address changes

10.4.5 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.5 **Branding for Operator Call Processing and Directory Assistance**

10.5.1 AT&T's branding feature provides a definable announcement to CLEC customers using Directory Assistance (“DA”)/ Operator Call Processing (“OCP”) prior to placing such customers in queue or connecting them to an available operator or automated operator system. This feature allows CLEC's name on whose behalf AT&T is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in the Pricing Schedule.

10.5.2 AT&T offers three branding offering options to CLEC when ordering AT&T's Directory Assistance and Operator Call Processing: AT&T Branding, Unbranding and Custom Branding.

- 10.5.3 Upon receipt of the branding order from CLEC, the order is considered firm after ten (10) business days. Should CLEC decide to cancel the order, written notification to CLEC's AT&T Account Executive is required. If CLEC decides to cancel after ten (10) business days from receipt of the branding order, CLEC shall pay all charges per the order.
- 10.6 **Selective Call Routing using Line Class Codes (SCR-LCC)**
- 10.6.1 Where CLEC resells AT&T's services and utilizes an operator services provider other than AT&T, AT&T will route CLEC's customer calls to that provider through Selective Call Routing.
- 10.6.2 Selective Call Routing using Line Class Codes ("SCR-LCC") provides the capability for CLEC to have its OCP/DA calls routed to AT&T's OCP/DA platform for AT&T provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested AT&T end office switches.
- 10.6.3 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.
- 10.6.4 Where available, CLEC specific and unique line class codes are programmed in each AT&T end office switch where CLEC intends to service customers with customized OCP/DA branding. The line class codes specifically identify CLEC's customers so OCP/DA calls can be routed over the appropriate trunk group to the request OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and CLEC intends to provide CLEC branded OCP/DA to its customers in these multiple rate areas.
- 10.6.5 AT&T Branding is the default branding offering.
- 10.6.6 SCR-LCC supporting Custom Branding and Self Branding require CLEC to order dedicated transport and trunking from each AT&T end office identified by CLEC, either to the AT&T Traffic Operator Position System ("TOPS") for Custom Branding or to the CLEC Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates, terms and conditions for transport and trunks shall be in accordance with Section 4 of Attachment 3.
- 10.6.7 The rates for SCR-LCC are as set forth in the Pricing Schedule. There is a nonrecurring charge for the establishment of each Line Class Code in each AT&T central office.

- 10.6.8 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by AT&T from those end offices identified by CLEC to the AT&T Tops. The calls are routed to "No Announcement."
- 10.7 **Branding via Originating Line Number Screening ("OLNS")**
- 10.7.1 AT&T Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding CLEC shall not be required to purchase direct trunking.
- 10.7.2 AT&T Branding is the default branding offering.
- 10.7.3 For AT&T to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance CLEC must have its OCN(s) and telephone numbers reside in AT&T's LIDB; however, a AT&T LIDB Storage Agreement is not required. To Implement Unbranding and Custom Branding via OLNS software, CLEC must submit a manual order form which requires, among other things, CLEC's OCN and a forecast for the traffic volume anticipated for each AT&T TOPS during the peak busy hour. CLEC shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon CLEC's purchase of Unbranding and Custom Branding using OLNS software for any particular TOPS, all CLEC customers served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
- 10.7.4 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in the Pricing Schedule. Notwithstanding anything to the contrary in this Agreement, to the extent AT&T is unable to bill CLEC applicable charges currently, AT&T shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, CLEC shall continue to pay AT&T applicable labor and other charges for the use of AT&T's Directory Assistance and Call Processing platforms as set forth in the Pricing Schedule.
- 10.7.5 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle ("NAV") equipment for which CLEC requires service.
- 10.7.6 Directory Assistance customized branding uses:
- 10.7.6.1 the recording of CLEC

- 10.7.6.2 the loading of the recording in each switch.
- 10.7.7 Operator Call Processing customized branding uses:
 - 10.7.7.1 the recording of CLEC
 - 10.7.7.2 the loading of the recording in each switch.
 - 10.7.7.3 the loading on the NAV. All NAV shelves within the region where the customer is offering service must be loaded.
- 11. Line Information Database (LIDB)**
 - 11.1 AT&T will store in its Line Information Database (“LIDB”) records relating to service only in the AT&T region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.
 - 11.2 AT&T will provide LIDB Storage upon written request to CLEC’s Account Manager stating a requested activation date.
- 12. RAO Hosting**
 - 12.1 RAO Hosting is not required for resale in the AT&T region.
- 13. Optional Daily Usage File (ODUF)**
 - 13.1 The Optional Daily Usage File (“ODUF”) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in the Pricing Schedule.
 - 13.2 AT&T will provide ODUF service upon written request to its Account Manager stating a requested activation date.
- 14. Enhanced Optional Daily Usage File (EODUF)**
 - 14.1 The Enhanced Optional Daily Usage File (“EODUF”) service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in the Pricing Schedule.
 - 14.2 AT&T will provide EODUF service upon written request to its Account Manager stating a requested activation date.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

| 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) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 3 Promotions - ≤ 90 Days (Note 2) | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 4 Lifeline/Link Up Services | Yes | Yes | Yes | Yes | Yes | Yes | No | No | 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 | 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 Non-Recur Charges | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No |
| 11 Customer Line Chg-Number Portability | 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. | | | | | | | | | | | | | | | | | |
| 3. | Some of AT&T's local exchange and toll telecommunications services are not available in certain central offices and areas. | | | | | | | | | | | | | | | | | |

LINE INFORMATION DATA BASE (LIDB)
RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

- A. Billing number - a number used by AT&T for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by AT&T that identifies a telephone line associated with a resold local exchange service.
- C. Special billing number - a ten-digit number that identifies a billing account established by AT&T in connection with a resold local exchange service.
- D. Calling Card number - a billing number plus PIN number assigned by AT&T.
- E. PIN number - a four-digit security code assigned by AT&T that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by CLEC.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by AT&T and toll billing exception indicator provided to AT&T by CLEC.
- J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- K. Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to AT&T by CLEC for originating line numbers.
- L. Account Owner - name of the local exchange telecommunications company that is providing dial tone on a subscriber line.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which AT&T agrees to store in its LIDB certain information at the request of CLEC and pursuant to which AT&T, its LIDB customers and CLEC shall have access to such information. In addition, this Agreement sets forth the terms and conditions for CLEC's provision of billing number information to AT&T for inclusion in AT&T's LIDB. CLEC understands that AT&T provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of CLEC, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Agreement upon notice to CLEC's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Agreement shall govern this LIDB Storage Agreement.
- B. AT&T will provide responses to on-line, call-by-call queries to billing number information for the following purposes:
1. Billed Number Screening

AT&T is authorized to use the billing number information to determine whether CLEC has identified the billing number as one that should not be billed for collect or third number calls.
 2. Calling Card Validation

AT&T is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by AT&T, and where the last four digits (PIN) are a security code assigned by AT&T.
 3. OLNS

AT&T is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of CLEC from which a call originates.
 4. GetData

AT&T is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of CLEC indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

AT&T will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in AT&T's LIDB, provided that such information is included in the LIDB query. AT&T will establish fraud alert thresholds and will notify CLEC of fraud alerts so that CLEC may take action it deems appropriate.

III. Responsibilities of the Parties

A. AT&T will administer all data stored in the LIDB, including the data provided by CLEC pursuant to this Agreement, in the same manner as AT&T's data for AT&T's customers. AT&T shall not be responsible to CLEC 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.

B. Billing and Collection Customers

AT&T currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query AT&T's LIDB to determine whether to accept various billing options from customers. Until such time as AT&T implements in its LIDB and its supporting systems the means to differentiate CLEC's data from AT&T's data, the following shall apply:

- (1) AT&T will identify CLEC customer originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. CLEC is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their customers.
- (2) AT&T shall have no obligation to become involved in any disputes between CLEC and B&C Customers. AT&T will not issue adjustments for charges billed on behalf of any B&C Customer to CLEC. It shall be the responsibility of CLEC and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

- A. CLEC will not be charged a fee for storage services provided by AT&T to CLEC, as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on AT&T's income) determined by AT&T or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by CLEC in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from CLEC, AT&T will provide the Optional Daily Usage File (“ODUF”) service to CLEC pursuant to the terms and conditions set forth in this Exhibit C. ODUF data delivery accuracy, completeness, timeliness and mean time to deliver will be in accordance with SQMs B3, B4, B5 and B6.
2. CLEC shall furnish all relevant information required by AT&T for the provision of the ODUF.
3. The ODUF feed will contain messages that were carried over the AT&T Network and processed in the AT&T Billing System, but billed to a CLEC customer.
4. Charges for ODUF will appear on CLEC’s monthly bills for the previous month’s usage. The charges are as set forth in the Pricing Schedule. CLEC will be billed at the ODUF rates that are in effect at the end of the previous month.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (“ATIS”) EMI record format.
6. Messages that error in the billing system of CLEC will be the responsibility of CLEC. If, however, CLEC should encounter significant volumes of errored messages that prevent processing by CLEC within its systems, AT&T will work with CLEC to determine the source of the errors and the appropriate resolution. Upon request from CLEC, AT&T shall resend errored messages in accordance with SQM B-9.
6. The following specifications shall apply to the ODUF feed.
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by AT&T will be transmitted to CLEC:
 - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured Local
 - Directory Assistance messages
 - IntraLATA Toll
 - WATS and 800 Service
 - N11

- Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls (Network Element only)
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (messages AT&T receives from other revenue accounting companies) can also be 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 CLEC.
- 6.1.4 In the event that CLEC detects a duplicate on ODUF they receive from AT&T, CLEC 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 CLEC via CONNECT:Direct, Connect: Enterprise Client or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (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 dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) will be required between AT&T and CLEC for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, CLEC will be responsible for ordering the circuit, and coordinating the installation with AT&T. CLEC will also be responsible for any charges associated with this line. CSU/DSU equipment required on the AT&T end to attach the line to the mainframe computer and to transmit data will be the responsibility of CLEC. 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 CLEC. Additionally, all message toll charges associated with the use of the dial circuit by CLEC will be the responsibility of CLEC. Associated equipment on the AT&T end, including a modem, will be the responsibility of AT&T. All equipment, including modems and software, that is required on CLEC end for the purpose of data transmission will be the responsibility of CLEC.
- 6.2.3 If CLEC utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of CLEC.

6.3 ODUF Packing Specifications

6.3.1 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 CLEC which AT&T RAO that is sending the message. AT&T and CLEC will use the invoice sequencing to control data exchange. AT&T will be notified of sequence failures identified by CLEC and resend the data as quickly as technically possible.

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

6.4.1 CLEC 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 (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. CLEC will not be required to return the actual rejected data to AT&T. Rejected packs will be corrected and retransmitted to CLEC by AT&T.

6.5 ODUF Control Data

CLEC will send one (1) confirmation record per pack that is received from AT&T. This confirmation record will indicate CLEC's receipt of the pack and 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 CLEC for reasons stated in the above Section 6.4.

6.6 ODUF Testing

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

Enhanced Optional Daily Usage File

1. Upon written request from CLEC, AT&T will provide the Enhanced Optional Daily Usage File ("EODUF") service to CLEC pursuant to the terms and conditions set forth in this Exhibit D. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. CLEC 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 delivery of the EODUF will appear on CLEC's monthly bills for the previous month's usage. The charges are as set forth in the Pricing Schedule. CLEC will be billed at the EODUF rates that are in effect at the end of the previous month.
5. All messages will be in the standard ATIS EMI record format.
6. Messages that error in the billing system of CLEC will be the responsibility of CLEC. If, however, CLEC should encounter significant volumes of errored messages that prevent processing by CLEC within its systems, AT&T will work with CLEC to determine the source of the errors and the appropriate resolution. Upon request from CLEC, AT&T shall resend errored messages as required by SQM B-9.
7. The following specifications shall apply to the EODUF feed.
 - 7.1 Usage To Be Transmitted
 - 7.1.1 The following messages recorded by AT&T will be transmitted to CLEC:

Customer usage data for flat rated local call originating from CLEC's customer lines (1FB or 1FR). The EODUF record for flat rate messages will include:

 - Date of Call
 - From Number
 - To Number
 - Connect Time
 - Conversation Time
 - Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

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 CLEC.

7.1.3 In the event that CLEC detects a duplicate on EODUF they receive from AT&T, CLEC will drop the duplicate message (CLEC will not return the duplicate to AT&T).

7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to CLEC over their existing ODUF feed. The EODUF messages will be intermingled among CLEC's ODUF messages. The EODUF will be a variable block format (2476) with a LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.2.2 Data circuits (private line or dial-up) may be required between AT&T and CLEC for the purpose of data transmission as set forth in Section 6.2.2 above.

7.2.3 Data circuits (private line or dial-up) will be required between AT&T and CLEC for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, CLEC will be responsible for ordering the circuit, and coordinating the installation with AT&T. CLEC will also be responsible for any charges associated with this line. CSU/DSU equipment required on the AT&T end to attach the line to the mainframe computer and to transmit data will be the responsibility of CLEC. 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 CLEC. Additionally, all message toll charges associated with the use of the dial circuit by CLEC will be the responsibility of CLEC. Associated equipment on the AT&T end, including a modem, will be the responsibility of AT&T. All equipment, including modems and software, that is required on CLEC end for the purpose of data transmission will be the responsibility of CLEC.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred ninety-nine (99,999) message records plus a pack header

record and a pack trailer record. One (1) 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 CLEC which AT&T RAO is sending the message. AT&T and CLEC will use the invoice sequencing to control data exchange. AT&T will be notified of sequence failures identified by CLEC and resend the data as quickly as technically possible.
- 7.3.3 The data will be packed using ATIS EMI Records.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 General

- 1.1 This Attachment sets forth rates, terms and conditions for Unbundled Network Elements (UNEs) and combinations of UNEs with other UNEs (Combinations) that AT&T shall offer to CLEC in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services AT&T makes available to CLEC (Other Services). The rates for each UNE, Combination and Other Services are set forth in the Pricing Schedule. In providing access or obtaining access to UNEs, Combinations and Other Services, the Parties shall comply with all applicable FCC rules and orders and Commission rules and orders.
- 1.1.1 Building is defined as a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one (1) centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building for purposes of this Attachment 2. Two (2) or more physical areas served by a individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunications services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.
- 1.1.2 Business Line is as defined in 47 C.F.R. § 51.5. The term "Business Line" shall be interpreted consistent with the Commission's rulings in its March 1, 2006 Order Concerning Changes of Law, Docket No. P-55, Sub. 1549 regarding Matrix Item No. 5(b) (Finding of Fact No. 5).
- 1.1.3 Fiber-Based Collocator is defined in 47 C.F.R. § 51.5.
- 1.1.4 Network Element is as defined in the FCC's rules.
- 1.1.5 Route is defined as a transmission path between one (1) of AT&T's wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any. For the purposes of determining routes, wire centers include non-AT&T locations where AT&T has reverse collocated switches with line side functionality that terminate loops.
- 1.1.6 Technically Feasible is as defined in the FCC's rules.

- 1.1.7 UNE is defined to mean the Network Elements that AT&T is required to make available on an unbundled basis by the FCC or Commission pursuant to Section 251(c)(3) of the Act and FCC and Commission rules and orders that are set forth in this Attachment.
- 1.2 AT&T shall provide and CLEC may access UNEs and Other Services in accordance with all applicable FCC and Commission rules and orders, including but not limited to: 47 C.F.R. § 51.307, 51.309, 51.311, 51.313, 51.315, 51.316, 51.318, 51.319.
- 1.3 AT&T shall comply with the requirements set forth in the technical references identified in this Attachment. Such requirements shall be applied in a non-discriminatory manner and at parity and shall be in accord with all FCC and Commission requirements.
- 1.4 Consistent with Section 1.2 above, CLEC shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.5 **Conversions**
- 1.5.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or Combination and shall convert a UNE or a Combination to an equivalent wholesale service or group of wholesale services in accordance with FCC 47 C.F.R. § 51.316 (“Conversion”). Nonrecurring switch-as-is rates for such Conversions are contained in the Pricing Schedule. Conversions shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status—applicable to such converted services. Any change from a wholesale service/group of wholesale services to a UNE/Combination, or vice versa, that requires a physical rearrangement of the UNE/Combination or wholesale/group of wholesale services will not be considered a Conversion for purposes of this Agreement. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges for the UNE or Combination or cross connect from the Pricing Schedule will apply. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of the tariff or contract governing the wholesale service(s), nonrecurring charges for the wholesale service/wholesale services from such tariff or contract will apply. AT&T will not require physical rearrangement if the Conversion can be completed through record changes only.
- 1.5.2 Any price changes resulting from the Conversion will be effective as of the next billing cycle following AT&T’s receipt of a complete and accurate Conversion request from CLEC. The fact that the Parties have agreed to this Section 1.5.2 shall not be used by either Party against the other in any dispute raised prior to the Effective Date of this Agreement regarding the effective date for billing changes

resulting from a Conversion; provided, however, that this provision does not preclude either Party from making any arguments based on the FCC's decision in the TRO in any such dispute.

- 1.5.3 If CLEC wants to convert a UNE or Combination (or part thereof) to wholesale services CLEC shall submit a spreadsheet (and a commingling ordering document that indicates which part is to be filled as a UNE, if applicable). AT&T shall charge CLEC the same nonrecurring switch-as-is charge found in the Pricing Schedule for the Conversion of a single UNE as it does for a Combination.
- 1.6 **Transition of UNEs to Other Services**
- 1.6.1 Effective March 11, 2006, and except to the extent expressly provided otherwise in this Attachment, CLEC may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively “Arrangements”). In the event AT&T determines that CLEC has in place any Arrangements after the Effective Date of this Agreement, AT&T will provide CLEC with thirty (30) days written notice to disconnect or convert such Arrangements. If CLEC fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 1.6 shall be subject to applicable switch-as-is charge found in the Pricing Schedule. AT&T shall not impose disconnection or nonrecurring installation charges when transitioning de-listed Section 251 UNEs to alternate services.
- 1.7 **Self Certification for DS1 and DS3 Loops and DS1, DS3 and Dark Fiber Transport**
- 1.7.1 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, CLEC shall undertake a reasonably diligent inquiry to determine whether CLEC is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, CLEC self-certifies that to the best of CLEC’s knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, AT&T shall process the request in reliance upon CLEC’s self-certification. To the extent AT&T believes that such request does not comply with the terms of this Agreement, AT&T shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. If AT&T prevails in such dispute resolution proceeding, CLEC shall be liable to AT&T for the difference between the rate for the equivalent AT&T alternative arrangement and the self certified UNE, plus interest, on such rate differential.

- 1.7.2 In the event that (1) AT&T designates a wire center as non-impaired, (2) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (3) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) AT&T acknowledges or a state or federal agency regulatory body with authority determines that, at the time AT&T designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of CLEC, AT&T shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, AT&T shall refund CLEC the difference between the rate paid by CLEC for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.
- 1.8 CLEC may utilize UNEs and Other Services in a manner consistent with applicable industry standards and applicable AT&T Technical References incorporated into AT&T's Guides found on AT&T's CLEC Online website
- 1.9 In the event that CLEC perceives that AT&T Technical References include provisions that unreasonably limit CLEC's ability to access and utilize UNEs in accordance with this Attachment, CLEC shall notify AT&T and the Parties shall attempt to resolve the issue. If the Parties are unable to resolve the issue, the dispute shall be handled in accordance with the dispute resolution provisions in Section 13 of the General Terms and Conditions of this Agreement.
- 1.10 **Routine Network Modifications (RNMs)**
- 1.10.1 AT&T will perform RNMs in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4). Except to the extent expressly provided otherwise in this Attachment, if AT&T has anticipated such RNMs and performs them during normal operations and such function was included in AT&T's cost studies that, through Commission proceedings or agreement by the Parties resulted in rates set forth in the Pricing Schedule, then AT&T shall perform such RNMs at no additional charge. RNMs shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNMs were anticipated in the setting of such intervals. If AT&T has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in the Pricing Schedule, then CLEC must submit a LSR to have the work performed. Each request will be handled as a project on an individual case basis until such time as AT&T incorporates such RNM into its normal operations and develops a charge for such RNM that is included in this Agreement by Amendment hereto. If CLEC believes that a RNM should be incorporated into AT&T's normal operations and AT&T disagrees with such determination, the dispute shall be resolved pursuant to the resolution of disputes provision of the General Terms and Conditions. AT&T will provide a price quote for the request, and upon receipt of

payment from CLEC, AT&T shall perform the RNM. If CLEC believes that AT&T's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. While the dispute is pending, CLEC shall have the option of requesting AT&T to perform the RNM subject to a retroactive pricing true-up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. AT&T will provide a cost study upon request after the firm quote.

1.11 **Commingling of Services**

1.11.1 AT&T shall provide commingling of services in accordance with FCC 47 C.F.R. 51.309.

1.11.1.1 AT&T shall permit a requesting carrier to commingle a UNE or a UNE combination obtained pursuant to Section 251 with one (1) or more facilities or services that a requesting carrier has obtained at wholesale from an ILEC pursuant to a method other than unbundling under Section 251(c)(3) of the Act, including those obtained as Section 271 elements.

1.11.2 AT&T will not "ratchet" (i.e., billing a single circuit at multiple rates to develop a single, blended rate for) a commingled circuit. Unless otherwise agreed to by the Parties, the UNE portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed or other contract rates.

1.11.3 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same jurisdictional authorization (agreement or tariff) as the higher bandwidth service. The Central Office Channel Interface will be billed from the same jurisdictional authorization (tariff or agreement) as the lower bandwidth service.

1.11.4 If CLEC reports a trouble on a UNE or Other Service and no trouble actually exists on the AT&T portion, AT&T will charge CLEC at the rates set forth in the Pricing Schedule to this Attachment for any dispatching and testing (both inside and outside the Central Office (CO)) required by AT&T in order to confirm the working status. If CLEC reports the same trouble on the same UNE or Other Service within thirty (30) calendar days of AT&T's notification to CLEC of its disposition of the prior trouble, and AT&T is able to determine that such trouble does exist on AT&T's network, CLEC shall be credited on the next billing cycle for charges associated with the prior trouble.

1.11 **Rates**

- 1.11.1 The prices that CLEC shall pay to AT&T for UNEs, Combinations and Other Services are set forth in the Pricing Schedule. To the extent a rate is required to be TELRIC-compliant, the rate in the Pricing Schedule shall be TELRIC-compliant, and if Commission approved, is the Commission approved rates. If CLEC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. If no rate is identified in this Agreement for an UNE, Combination or Other Service that is required to be a TELRIC-compliant rate, the rate will be a TELRIC-compliant rate set by the Commission, or if no such rate has been set by a Commission, AT&T shall propose an interim TELRIC-compliant rate based upon a cost study that AT&T will provide upon request from CLEC. If the rate is not required to be TELRIC-compliant, then the rate may be negotiated by the Parties upon request by either Party. If the Parties are unable to agree upon a rate, either Party may pursue dispute resolution.
- 1.11.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6. Service Date Advancement charges for expediting UNEs and Other Services orders and are as set forth in the Pricing Schedule.
- 1.11.3 If CLEC modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from AT&T, any costs incurred by AT&T to accommodate the modification will be paid by CLEC in accordance with the Pricing Schedule or FCC No. 1 Tariff, Section 5.
- 1.11.4 Fractionalized billing shall apply to all UNEs and Combinations such that recurring charges will be prorated based upon the number of days that the UNEs are in service. Non-recurring charges shall not be fractionalized.

2 Loops

2.1 General

- 2.1.1 AT&T shall provide CLEC with nondiscriminatory access to the local loop on an unbundled basis, in accordance with FCC 47 C.F.R. § 51.319(a). The various loops that AT&T currently offers and is required to make available are set forth herein.
- 2.1.1.1 For the purposes of this Agreement, and not by way of limitation, the phrase ‘end user customer premises’ as used in 47 C.F.R. § 51.319 (a) shall no be interpreted to include such places as a carrier’s mobile switching center, base station, cell site, or other similar facility, except to the extent that a carrier may require loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.
- 2.1.2 When CLEC is purchasing a loop, CLEC shall purchase the entire bandwidth of the loop and, except as required herein or as otherwise agreed to by the Parties,

AT&T shall not subdivide the frequency of the loop. The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.

- 2.1.3 The provisioning of a loop to CLEC's collocation space will require AT&T to provide cross office cabling and cross connections within the central office to connect the loop to the demarcation point associated with the collocation space. These cross connects are separate components that are not considered a part of the loop, and thus, have a separate charge as set forth in the Pricing Schedule.
- 2.1.4 Where facilities are available, AT&T will install loops in compliance with AT&T's Products and Services Interval Guide available at the website at <http://www.interconnection.AT&T.com>. For orders of fifteen (15) or more loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and reasonable and nondiscriminatory intervals will be set by the AT&T project manager for that order. When loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.5 The loop shall be provided to CLEC in accordance with reasonable and nondiscriminatory provisions set forth in AT&T's TR73600 Unbundled Local Loop Technical Specification or equivalent AT&T technical reference and applicable industry standard technical references.
- 2.1.6 AT&T will provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered.
- 2.1.7 When an AT&T technician is required to be dispatched to provision the loop, AT&T will tag the loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the loop, AT&T will tag the loop on the next required visit to the customer's location. If CLEC wants to ensure the loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), CLEC may order Loop Tagging. Rates for Loop Tagging are as set forth in the Pricing Schedule.
- 2.2 Transition for DS1 and DS3 Loops**
- 2.2.1 For purposes of this Section 2.2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in Section 2.2.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 2.2.2 For purposes of this Section 2.2, Embedded Base means DS1 and DS3 Loops that were in service for CLEC as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 2.2.5.1 or 2.2.5.2 below.

Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

- 2.2.3 Excess DS1 and DS3 Loops are those CLEC DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Section 2.2.4 below, respectively. Subsequent disconnects or loss of customers shall be removed from Excess DS1 and DS3 Loops.
- 2.2.4 AT&T shall not provide more than ten (10) unbundled DS1 Loops to CLEC at any single building in which DS1 Loops are available as unbundled loops. CLEC may obtain a maximum of a single Unbundled DS3 loop to any single building to which DS3 Loops are available as unbundled loops.
- 2.2.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.2.11 below, AT&T shall make available DS1 and DS3 Loops meeting the following thresholds for CLEC's Embedded Base and Excess DS1 and DS3 loops during the Transition Period:
- 2.2.5.1 DS1 Loops at any building within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold). Once a wire center exceeds both of the thresholds set forth in this Section 2.2.5.1, no future DS1 Loop unbundling will be required in that wire center.
- 2.2.5.2 DS3 Loops at any building within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold). Once a wire center exceeds both of the thresholds set forth in this Section 2.2.5.2, no future DS3 Loop unbundling will be required in that wire center.
- 2.2.5.3 A list of wire centers meeting the criteria set forth in Sections 2.2.5.1 and 2.2.5.2 above, , as ordered by the Commission (Initial Wire Center List), may be found at http://wholesale.att.com/tools_forms_and_reports/
- 2.2.5.4 Intentionally Left Blank
- 2.2.6 No later than March 10, 2006 or as soon as practicable thereafter CLEC shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other AT&T services pursuant to Section 1.5 above. For Conversions as defined in Section 1.5, such spreadsheets shall take the place of an LSR or ASR. Such Conversions shall be subject to applicable switch-as-is charges found in the Pricing Schedule. AT&T shall not impose disconnection or nonrecurring installation charges when transitioning the de-listed Section 251 UNEs to alternate services. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 loops. If CLEC chooses to convert the Embedded

Base and Excess DS1 and DS3 UNE loops to special access circuits, AT&T will include such DS1 and DS3 loops within CLEC's total special access circuits and apply any discounts to which CLEC is entitled. The Parties have been unable to agree as to the date such discounts will be applied and each Party expressly reserves the right to seek resolution of the issue at a later date, if the parties are unable to negotiate a resolution, and further reserve all rights related to the appropriate forum for seeking such resolution.

- 2.2.7 If CLEC fails to submit the spreadsheet(s) specified in Section 2.2.7 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to March 10, 2006 or soon as practicable thereafter, AT&T will identify CLEC's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed AT&T service(s) effective March 11, 2006. Those circuits identified and transitioned by AT&T pursuant to this Section 2.2.8 shall be subject to the switch-as-is conversion charge set forth in the Pricing Schedule. No disconnection charges will apply, and in cases where no physical rearrangements are necessary for conversion, no tariffed nonrecurring charges will apply.
- 2.2.8 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.2.7 above or transitioned pursuant to Section 2.2.8 above, the applicable recurring charge for the alternative service shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.
- 2.2.9 To the extent that CLEC no longer desires to provide a particular service, it must notify AT&T of its intent to discontinue and the parties must coordinate the disconnect to take place prior the conclusion of the applicable transition period. CLEC must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.
- 2.2.10 **Modifications and Updates to the Wire Center List and Subsequent Transition Periods for DS1 and/or DS3 Loops**
- 2.2.10.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 2.2.5 above, but that were not included in the Initial Wire Center List, AT&T shall include such additional wire centers in an Accessible Letter (AL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 2.2.10.2 Effective thirty (30) business days after the date of an AT&T AL providing a Subsequent Wire Center List, AT&T shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s) except pursuant to the self certification process.

- 2.2.10.3 For purposes of this Section 2.2, AT&T shall make available DS1 and DS3 Loops that were in service for CLEC in a delisted wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's AL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and fifty (150) days after the thirtieth (30th) business day from the date of AT&T's AL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.2.10.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 2.2.10.5 The rates set forth in the Pricing Schedule of this Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.2.10.6 No later than 180 days from AT&T's AL identifying the Subsequent Wire Center List, CLEC shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T alternate services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. If CLEC chooses to convert the Subsequent Embedded Base DS1 and DS3 UNE loops to special access circuits, AT&T will include such DS1 and DS3 loops within CLEC's total special access circuits and apply any discounts to which CLEC is entitled. The Parties have been unable to agree as to the date such discounts will be applied and each Party expressly reserves the right to seek resolution of the issue at a later date, if the parties are unable to negotiate a resolution, and further reserve all rights related to the appropriate forum for seeking such resolution. Such Conversions shall be subject to applicable switch-as-is charges found in the Pricing Schedule. AT&T shall not impose disconnection or nonrecurring installation charges when transitioning the de-listed Section 251 UNEs to alternate services.
- 2.2.10.7 If CLEC fails to submit the spreadsheet(s) specified in Section 2.2.11.6 above for all of its Subsequent Embedded Base within 180 days after the date of AT&T's AL identifying the Subsequent Wire Center List, AT&T will identify CLEC's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s).
- 2.2.10.8 For Subsequent Embedded Base circuits converted pursuant to Section 2.2.11.6 above or transitioned pursuant to Section 2.2.11.7 above, the applicable recurring charges for the alternative service shall apply as of the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids or otherwise minimizes to the extent possible, disruption or degradation of CLEC's service.

2.3 **Loops**

- 2.3.1 Copper Loops. AT&T will provide access to unbundled copper loops as required by FCC Rule 51.319(a)(1).
- 2.3.2 AT&T will provide access to unbundled Fiber-to-the-Home loops as required by FCC Rule 51.319(a)(3). FTTH facilities include fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit (MDU) that is predominantly residential, regardless of the ownership of the inside wiring from the MPOE to each customer in the MDU.
- 2.3.2.1 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving a customer's premises or, in the case of predominately residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective customer's premises. FTTH/FTTC loops do not include local loops to predominantly business MDUs.
- 2.3.2.2 In new build (Greenfield) areas, where AT&T has only deployed FTTH/FTTC facilities, AT&T is under no obligation to provide such FTTH/FTTC loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each customer in the MDU.
- 2.3.2.3 In FTTH/FTTC overbuild situations where AT&T also has copper Loops, AT&T may make those copper Loops available to CLEC on an unbundled basis, until such time as AT&T chooses to retire those copper Loops using the FCC's network disclosure requirements. Alternatively, AT&T will offer a 64 Kbps second voice grade channel over its FTTH/FTTC facilities. AT&T's retirement of copper Loops must comply with applicable law.
- 2.3.2.4 Furthermore, in FTTH/FTTC overbuild areas where AT&T has not yet retired copper facilities, AT&T is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by CLEC. If a request is received by AT&T for a copper Loop, and the copper facilities have not yet been retired, AT&T will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

- 2.3.3 Hybrid Loops. AT&T will provide access to unbundled hybrid loops as required by FCC Rule 51.319(a)(2).
- 2.3.3.1 A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between AT&T's central office and a customer's premises.
- 2.3.3.2 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.
- 2.3.4 DS1 loops. A DS1 loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 2.3.4.1 Upon CLEC's request, AT&T shall provide CLEC with nondiscriminatory access to DS1 Loops on an unbundled basis under the Agreement in accordance with this Section, and 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
- 2.3.5 DS3 loops. A DS3 loop is a digital local loop having a total digital signal speed of 44.736 megabytes per second.
- 2.3.5.1 Upon CLEC's request, AT&T shall provide CLEC with nondiscriminatory access to DS3 Loops on an unbundled basis under the Agreement in accordance with Section 2.3.5 above, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51.
- 2.3.6 Dark Fiber Loops. AT&T shall provide CLEC with nondiscriminatory access to a Dark Fiber Loop on an unbundled basis. Dark Fiber Loop is fiber within an existing fiber optic cable that has not been activated through the use of optronics to render it capable of carrying communications services that extends from the demarcation point at a end user customer's premises and the AT&T central office. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure.
- 2.3.6.1 **Transition for Dark Fiber Loops**

- 2.3.6.1.1 For purposes of this Section 2.3.6.1, the Transition Period for Dark Fiber loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 2.3.6.1.2 For purposes of this Section 2.3.6.1, Embedded Base means Dark Fiber loops that were in service for CLEC as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 2.3.6.1.3 During the Transition Period, AT&T shall make available for the Embedded Base Dark Fiber loops for CLEC at the terms and conditions set forth in this Attachment.
- 2.3.6.1.4.1 Intentionally Left Blank
- 2.3.6.1.5 The Transition Period shall apply only to CLEC’s Embedded Base and CLEC shall not add new Dark Fiber loops pursuant to this Agreement.
- 2.3.6.1.6 Effective September 11, 2006, Dark Fiber loops will no longer be made available pursuant to this Agreement.
- 2.3.6.1.7 No later than September 10, 2006 or as soon as practicable thereafter, CLEC shall submit spreadsheets identifying the specific Dark Fiber loops, to be either disconnected or converted to other AT&T services pursuant to Section 1.5. CLEC may transition from Dark Fiber loops to other available wholesale facilities provided by AT&T, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section 1.5, such spreadsheets shall take the place of an ASR or LSR. Such Conversions shall be subject to applicable switch-as-is charges found in the Pricing Schedule. AT&T shall not impose disconnection or nonrecurring installation charges when transitioning the de-listed Section 251 UNEs to alternate services. The Parties shall negotiate a project for the Conversion of the Embedded Base Dark Fiber loops. If CLEC chooses to convert the Dark Fiber UNE loops to special access circuits, AT&T will include such Dark Fiber loops within CLEC’s total special access circuits and apply any discounts to which CLEC is entitled. The Parties have been unable to agree as to the date such discounts will be applied and each Party expressly reserves the right to seek resolution of the issue at a later date, if the parties are unable to negotiate a resolution, and further reserve all rights related to the appropriate forum for seeking such resolution.
- 2.3.6.1.8 If CLEC fails to submit the spreadsheet(s) specified in Section 2.3.6.1.7 above for all of its Embedded Base on or before September 10, 2006, AT&T will identify CLEC’s remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T services(s) effective September 11, 2006. Those circuits identified and transitioned by AT&T pursuant to this Section 2.3.6.1.8 shall be subject to the switch-as-is conversion charge set forth in the Pricing

Schedule. No disconnection charges will apply, and in cases where no physical rearrangements are necessary for conversion, no tariffed nonrecurring charges will apply.

2.3.6.1.9 For Embedded Base circuits converted or transitioned, the applicable recurring charge for the alternative service shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.

2.3.6.1.10 To the extent that CLEC no longer desires to provide a particular service, it must notify AT&T of its intent to discontinue and the parties must coordinate the disconnect to take place prior to the conclusion of the applicable transition period. CLEC must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.

2.4 **Loop Testing/Trouble Reporting**

2.4.1 CLEC will be responsible for testing and isolating troubles on the loops. CLEC must test and isolate trouble to the AT&T portion of a designed/non-designed unbundled loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting trouble to the Wholesale Customer Maintenance Center (WCMC). Upon request from AT&T at the time of the trouble report, CLEC will be required to provide the results of the CLEC test which indicated a problem on the AT&T provided loop.

2.4.2 Once CLEC has isolated a trouble to the AT&T provided loop, and has issued a trouble report to AT&T on the loop, AT&T will take the actions necessary to repair the loop if a trouble actually exists. AT&T will repair these loops in a reasonable and nondiscriminatory manner and in time frames that are as favorable as those in which AT&T repairs similarly situated loops to its customers.

2.4.3 If CLEC reports a trouble on a non-designed or designed loop and no trouble actually exists, AT&T will charge CLEC for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the loop's working status. AT&T will assess the applicable Maintenance of Service Charge rates from AT&T's FCC No. 1 Section 13.3.1 for designed circuits, Section A4.3.1 of the GSSTs for Alabama, Kentucky, Louisiana, Mississippi and Tennessee where trouble determination for non-designed circuits is covered under premises work charges, Section A15.4.1 of the GSSTs for Florida and North Carolina where trouble determination for non-designed circuits is covered under trouble location charges, and Section N1.1.2 of the Non-Regulated Services Pricing tariff for Georgia and South Carolina where trouble determination for non-designed circuits is covered under trouble determination charges. If CLEC reports the same trouble on the same UNE loop within thirty (30) calendar days of AT&T's notification to CLEC of its disposition of the prior trouble, and AT&T is

able to determine that such trouble does exist on AT&T’s network, CLEC shall be credited on the next billing cycle for charges associated with the prior trouble.

2.4.4 In the event AT&T must dispatch to the customer’s location more than once due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided, in accordance with rates set forth in the Pricing Schedule.

2.4.5 AT&T shall test all loops at parity in a nondiscriminatory manner. The results of such testing, to the extent available, shall be provided to CLEC upon request.

2.5 **Order Coordination and Order Coordination-Time Specific**

2.5.1 “Order Coordination” (OC) allows AT&T and CLEC to coordinate the installation of the SL2 loops, Unbundled Digital Loops (UDL) and other loops where OC may be purchased as an option, to CLEC’s facilities to limit customer service outage. OC is available when the loop is provisioned over an existing circuit that is currently providing service to the customer. OC for physical conversions will be scheduled at AT&T’s discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.5.2 “Order Coordination – Time Specific” (OC-TS) allows CLEC to order a specific time for OC to take place. AT&T will make every effort to accommodate CLEC’s specific conversion time request. However, AT&T reserves the right to negotiate with CLEC a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. CLEC may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If CLEC specifies a time outside this window, or selects a time or quantity of loops that requires AT&T technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.5.3 For a coordinated conversion, i.e., to LNP with loop or to stand alone loop where OC is provided for in this agreement, AT&T shall verbally coordinate the disconnect with CLEC and perform any switch translations so as to limit customer service outage. When OC is provided, AT&T will call CLEC twenty-four (24) to forty-eight (48) hours prior to the actual conversion to ensure CLEC will be ready on the due date and to review the details of the cutover. CLEC may designate the conversion time when the conversion involves a loop with LNP by ordering Time Specific conversion at rates designated in this agreement. For Time Specific

conversions, AT&T and CLEC shall mutually agree upon cut over time and AT&T will verify the cut over time designated by CLEC twenty-four (24) to forty-eight (48) hours in advance to ensure that the conversion is to be completed as ordered. Both Parties will use best efforts to ensure that conversions will commence within fifteen (15) minutes of the established time, with the exception of conversions involving IDLC where the Commission has granted extended conversion windows. For coordinated conversions, AT&T's target interval for service disruption to the customer is fifteen (15) minutes or less.

| | Order Coordination (OC) | Order Coordination – Time Specific (OC-TS) | Test Points | DLR | Charge for Dispatch and Testing if No Trouble Found |
|---|---|---|------------------------------|---|--|
| SL-1 (Non-Designed) | Chargeable Option | Chargeable Option | Not available | Chargeable Option – ordered as Engineering Information Document | Charged for Dispatch inside and outside Central Office |
| UCL-ND (Non-Designed) | Chargeable Option | Not Available | Not Available | Chargeable Option – ordered as Engineering Information Document | Charged for Dispatch inside and outside Central Office |
| Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed) | Included | Chargeable Option | Included | Included | Charged for Dispatch outside Central Office |
| Unbundled Digital Loop (Designed) | Included | Chargeable Option (except on Universal Digital Channel) | Included (where appropriate) | Included | Charged for Dispatch outside Central Office |
| Unbundled Copper Loop (Designed) | Chargeable in accordance with Section 2 | Not available | Included | Included | Charged for Dispatch outside Central Office |
| For UVL-SL1 and UCLs, CLEC must order and will be billed for both OC and OC-TS if requesting OC-TS. | | | | | |

2.6 CLEC to CLEC Conversions for Unbundled Loops

- 2.6.1 The CLEC to CLEC conversion process, located on AT&T's CLEC Online web for unbundled loops may be used by CLEC when converting an existing unbundled loop from another CLEC for the same customer. The loop type being converted must be included in CLEC's Interconnection Agreement before requesting a conversion.
- 2.6.2 To utilize the CLEC to CLEC conversion process, the loop being converted must be the same loop type with no requested changes to the loop, must serve the same customer location from the same serving wire center, and must not require an outside dispatch to provision.
- 2.6.3 The loops converted to CLEC pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific loop type.

2.7 **Bulk Migration**

- 2.7.1 If CLEC requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, CLEC must use the Bulk Migration process, which is described in the AT&T CLEC Online website. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the loop type being requested in the Bulk Migration asset forth in the Pricing Schedule. Additionally, an electronic OSS charges will apply for each customer account subject to the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.13.1 below.

2.8 **Ordering Guidelines and Processes**

- 2.8.1 Ordering and provisioning for UNEs and Other Services shall be as set forth in Attachment 6.
- 2.8.2 Additional UNE product information may also be found at AT&T's CLEC Online website.

2.9 **Unbundled Voice Loops (UVLs)**

- 2.9.1 AT&T shall make available the following UVLs:
 - 2.9.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)
 - 2.9.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)
 - 2.9.1.3 4-wire Analog Voice Grade Loop (Designed)

2.9.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. AT&T, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time and shall result in no voice grade service disruption or degradation to the customer. In these situations, AT&T will ensure that the newly provided facility will support a 64 kbps channel capable of supporting voice grade services. AT&T will not guarantee that CLEC will be able to continue to provide any advanced services over the new facility. AT&T will offer UVL in two (2) different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.9.2.1 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by CLEC. CLEC may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Makeup (LMU) information, which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that AT&T normally activates POTS-type loops for its customers. For SL1 orders that include the OC option, AT&T will use best efforts to notify CLEC within thirty (30) minutes of the completion of the physical wire work.

2.9.2.1.1 For an additional charge AT&T will make available additional Loop Testing so that CLEC may request further testing on new UVL-SL1 loops. Rates for additional Loop Testing are as set forth in the Pricing Schedule.

2.9.2.2 Unbundled Voice Loop – SL2 (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to CLEC. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow CLEC to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, AT&T will perform the order conversion with standard order coordination at AT&T's discretion during normal work hours.

2.10 Unbundled Digital Loops

2.10.1 AT&T will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and

will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

- 2.10.2 AT&T shall make available the following UDLs as set forth below:
 - 2.10.2.1 2-wire Unbundled ISDN Digital Loop
 - 2.10.2.2 2-wire Unbundled ADSL Compatible Loop
 - 2.10.2.3 2-wire Unbundled HDSL Compatible Loop
 - 2.10.2.4 4-wire Unbundled HDSL Compatible Loop
 - 2.10.2.5 4-wire Unbundled DS1 Digital Loop
 - 2.10.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
 - 2.10.2.7 DS3 Loop
 - 2.10.2.8 Intentionally Left Blank
- 2.10.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. CLEC will be responsible for providing AT&T with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and customer. With the SPID, AT&T will be able to adequately test the circuit and ensure that it properly supports ISDN service. When ISDN Loops are provisioned using a Digital Loop Carrier (DLC) system, AT&T will ensure that the loops are provisioned on time slots that are compatible with data-only services such as IDSL.
- 2.10.3.1 Upon the Effective Date of this Agreement, Universal Digital Channel (UDC) elements will no longer be offered by AT&T and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UDCs that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to AT&T's TR73600 or equivalent technical resource until such time as they are disconnected by CLEC or AT&T provides ninety (90) calendar days notice that such UDC must be terminated at which point the Parties will coordinate the transition in a cooperative manner. CLEC may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.

- 2.10.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.10.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.10.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the customer's location.
- 2.10.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.10.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface. DS3 Loops come with a test point and a DLR. DS3 Loops require a Service Inquiry (SI) in order to ascertain availability. Rates are mileage sensitive and the mileage is in airline miles, rounded up and a minimum of one (1) mile applies. AT&T TR 73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 service
- 2.10.9 Intentionally Left Blank
- 2.11 Unbundled Copper Loops (UCL)**
- 2.11.1 AT&T shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not

intended to support any particular telecommunications service. The UCL will be offered in two (2) types – Designed and Non-Designed.

2.11.2 Unbundled Copper Loop – Designed (UCL-D)

2.11.2.1 The UCL-D will be provisioned as a dry copper twisted pair (two (2)- or four (4)-wire) loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.11.2.2 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.

2.11.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by CLEC.

2.11.2.4 These loops are not intended to support any particular services and may be utilized by CLEC to provide a wide-range of telecommunications services as long as those services do not adversely affect AT&T's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.11.2.5 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by AT&T and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to AT&T's TR73600 and may remain connected until such time as they are disconnected by CLEC or AT&T provides ninety (90) calendar days notice that such UDC must be terminated at which point the Parties will coordinate the transition in a cooperative manner.

2.11.3 Unbundled Copper Loop – Non-Designed (UCL-ND)

2.11.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from AT&T's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the customer's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less

than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

- 2.11.3.2 The UCL-ND facilities may be mechanically assigned using AT&T's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, CLEC can request LMU for which additional charges would apply.
- 2.11.3.3 For an additional charge, AT&T also will make available Loop Testing so that CLEC may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in the Pricing Schedule.
- 2.11.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by CLEC to provide a wide-range of telecommunications services as long as those services do not adversely affect AT&T's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the loop to the customer's inside wire.
- 2.11.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of AT&T facilities. OC-TS does not apply to this product.
- 2.11.3.6 CLEC may use AT&T's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper loop within the AT&T network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

2.12 Unbundled Loop Modifications (Line Conditioning)

- 2.12.1 AT&T shall perform line conditioning in accordance with FCC 47 C.F.R. § 51.319 (a)(1)(iii). Line Conditioning is as defined in FCC 47 C.F.R. § 51.319 (a)(1)(iii)(A). Insofar as it is technically feasible, AT&T shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.
- 2.12.2 AT&T will remove load coils on copper loops and sub loops of any length at the rates set forth in the Pricing Schedule.
- 2.12.3 Any copper loop being ordered by CLEC which has over 6,000 feet of combined bridged tap will be modified, upon request from CLEC, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to CLEC. Line conditioning orders that require the removal of other bridged tap will be performed at the rates set forth in the Pricing Schedule.

- 2.12.4 Rates for ULM are as set forth in the Pricing Schedule.
- 2.12.5 AT&T will not modify a loop in such a way that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ADSL, etc.) being ordered. If CLEC wants a different type of loop or wants the original loop type modified to a different loop type then CLEC must submit a new order for that type of loop.
- 2.12.7 If CLEC requests ULM on a reserved facility for a new loop order, AT&T may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. CLEC will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, AT&T will provide LMU detail of the loop provisioned.
- 2.12.8 CLEC shall request LMU information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the loop type that CLEC desires AT&T to condition.
- 2.12.9 When requesting ULM for a loop that AT&T has previously provisioned for CLEC, CLEC will submit a service inquiry to AT&T. If a spare loop facility that meets the loop modification specifications requested by CLEC is available at the location for which the ULM was requested, CLEC will have the option to change the loop facility to the qualifying spare facility rather than to provide ULM. In the event that AT&T changes the loop facility in lieu of providing ULM, CLEC will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.13 **Loop Provisioning Involving Integrated Digital Loop Carriers**
- 2.13.1 Where CLEC has requested an Unbundled Loop and AT&T uses IDLC systems to provide the local service to the customer and AT&T has a suitable alternate facility available, AT&T will make such alternative facilities available to CLEC. If a suitable alternative facility is not available, then to the extent it is technically feasible, AT&T will implement one of the following alternative arrangements for CLEC (e.g., hairpinning):
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
 2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
 3. If capacity exists, provide "side-door" porting through the switch.
 4. If capacity exists, provide "Digital Access Cross Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).
- 2.13.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.13.3 If no alternate facility is available, and upon request from CLEC, and if agreed to by both Parties, AT&T may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. CLEC will then have the option of paying the one-time SC rates to place the loop.

2.14 **Network Interface Device**

2.14.1 The NID is defined as any means of interconnection of the customer's premises wiring to AT&T's distribution plant, such as a cross connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. Unless otherwise requested, all loops will be provisioned with the appropriate Network Interface Device (NID). The NID features two (2) independent chambers or divisions that separate the service provider's network from the customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.14.2 AT&T shall permit CLEC to connect CLEC's loop facilities to the customer's premises wiring through the AT&T NID or at any other technically feasible point.

2.14.3 **Access to NID**

2.14.3.1 CLEC may access the customer's premises wiring by any of the following means and CLEC shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.14.3.1.1 In Alabama, Georgia, Kentucky, South Carolina and Tennessee, AT&T shall allow CLEC to connect its loops directly to AT&T's multi-line residential NID enclosures that have spare terminations available or CLEC can connect to terminations that currently have loops attached to them but that are not currently used by AT&T or any other telecommunications carrier to provide service to the premises.

In Florida, Louisiana, Mississippi and North Carolina, if no spare terminations are available, CLEC must connect its loops to its own NID adjoining AT&T's multi-line residential NID. CLEC can install the NID and cross connect to AT&T's NID itself. IF CLEC decides to do so, CLEC can have AT&T install the NID or have AT&T install the NID and cross connect to AT&T's NID. To have AT&T do this installation work CLEC must submit a LSR. AT&T will perform the installation and bill CLEC a nonrecurring charge for the NID or for the NID and cross connect.

2.14.3.1.2 Where an adequate length of the customer's premises wiring is present and environmental conditions permit, either Party may remove the customer's premises wiring from the other Party's NID and connect such wiring to that

Party's own NID, provided that it has received the appropriate consent from the customer and has provided reasonable advanced notice to the other Party.

- 2.14.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connection or spliced jumper wire from the customer's premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.14.3.1.4 CLEC may request AT&T to make other rearrangements to the customer's premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.14.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It shall be the responsibility of the Party disconnecting loop facilities to ensure there is no safety hazard, and that Party shall hold the other harmless for any liability associated with the removal of the loop facilities from the other Party's NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.14.3.3 CLEC shall not remove or disconnect ground wires from AT&T's NIDs, enclosures, or protectors.
- 2.14.3.4 CLEC shall not remove or disconnect NID modules, protectors, or terminals from AT&T's NID enclosures.
- 2.14.3.5 Due to the wide variety of NID enclosures and outside plant environments, AT&T will work with CLEC to develop specific procedures to establish the most effective means of implementing this Section if the procedures set forth herein do not apply to the NID in question.
- 2.14.4 **Technical Requirements**
- 2.14.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

- 2.14.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the customer’s premises and the distribution media and/or cross connect to CLEC’s NID.
- 2.14.4.3 Existing AT&T NIDs will be provided in working condition. Where such NID is not functioning properly, AT&T shall repair the NID at AT&T’s expense. CLEC may request AT&T to do additional work to the NID, including relocating the NID and extending associated distribution plant and inside wiring/UNTW, as appropriate, to that new location, on a time and material basis, except where AT&T does not charge its retail customers to perform the same functions. When CLEC deploys its own local loops in a multiple-line termination device, CLEC shall specify the quantity of NID connections that it requires within such device.
- 2.14.4.4 The NID shall be equal to or better than all requirements for NIDs set forth in the applicable industry standard technical requirements.

2.15 Subloop Elements

- 2.15.1 Where facilities permit, AT&T shall offer access to its Unbundled Subloop (USL) elements in accordance with FCC C.F.R. § 51.319 (b).

2.16 Unbundled Subloop Distribution

- 2.16.1 The Unbundled Subloop Distribution facility is a dedicated transmission facility that AT&T provides from a customer’s point of demarcation to a AT&T cross-connect device. The AT&T cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2-Wire or 4-Wire facility. AT&T will make available the following sub-loop distribution offerings where facilities exist:

- Unbundled Subloop Distribution – Voice Grade
- Unbundled Copper Subloop
- Unbundled Subloop Distribution – Intrabuilding Network Cable (aka riser cable)

- 2.16.1.1 Unbundled Subloop Distribution – Voice Grade (USLD-VG) is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer’s premises and may have load coils.
- 2.16.1.2 Unbundled Copper Subloop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the customer’s point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer’s premises and the cross-box.

- 2.16.1.2.1 If CLEC requests a UCSL and it is not available, CLEC may request the copper subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 2.16.1.3 Unbundled Subloop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by AT&T inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer’s premises.
- 2.16.1.3.1 Upon request for USLD-INC from CLEC, AT&T will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. AT&T will place cross-connect blocks in 25-pair increments for CLEC’s use on this cross-connect panel. CLEC will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.16.1.4 For access to Voice Grade USLD and UCSL, CLEC shall install a cable to the AT&T cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a AT&T technician within the AT&T cross-box during the set-up process. CLEC’s cable pairs can then be connected to AT&T’s USL within the AT&T cross-box by the AT&T technician.
- 2.16.1.5 Through the SI process, AT&T will determine whether access to Unbundled Subloops at the location requested by CLEC is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet CLEC’s request, then AT&T will perform the site set-up as described at AT&T’s CLEC Online web site.
- 2.16.1.6 The site set-up must be completed before CLEC can order subloop pairs. For the site set-up in a AT&T cross-connect box in the field, AT&T will perform the necessary work to splice CLEC’s cable into the cross-connect box. For the site set-up inside a building equipment room, AT&T will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.16.1.7 Once the site set-up is complete, CLEC will request subloop pairs through submission of a LSR form to the Local Service Center (LSC). OC is required with USL pair provisioning when CLEC requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite

requests by CLEC for subloop pairs, expedite charges will apply for intervals less than five (5) calendar days.

2.16.1.8 Unbundled Subloops will be provided in accordance with technical reference TR73600 or equivalent technical reference found on AT&T's website.

2.16.2 **Unbundled Network Terminating Wire (UNTW)**

2.16.2.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

2.16.2.2 AT&T will provide this element in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where AT&T owns, controls or leases, but only to the extent that AT&T has control by virtue of such lease, wiring all the way to the customer's premises. AT&T shall use commercially reasonable efforts to obtain the right to permit CLEC to access the UNTW.

2.16.2.3 **Requirements**

2.16.2.3.1 On a multi-unit premises, upon request of CLEC, AT&T will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.16.2.3.2 Except as otherwise required in this Attachment or as necessary for AT&T to perform its obligations under Section 2.16.2.3.1, AT&T shall not be required to install new or additional UNTW beyond existing UNTW to provision the services of CLEC.

2.16.2.3.3 Upon receipt of the UNTW SI requesting access to AT&T's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of CLEC, an Access Terminal will be installed either adjacent to each of AT&T's Garden Terminal or inside each Wiring Closet. CLEC will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. CLEC may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the customer has requested a change in its local service provider to CLEC on that pair. Prior to connecting CLEC's service on a pair previously used by AT&T, CLEC will use commercially reasonable efforts to ensure the customer is no longer using AT&T's service or another CLEC's service on that pair before accessing UNTW pairs.

- 2.16.2.3.4 Access Terminal installation intervals will be established on an individual case basis.
- 2.16.2.3.5 CLEC is responsible for obtaining the property owner’s permission for AT&T to install an Access Terminal(s) on behalf of CLEC. The submission of the SI by CLEC will serve as certification by CLEC that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) calendar days after completion and demands removal of Access Terminals, CLEC will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.16.2.3.6 CLEC shall indemnify and hold harmless AT&T against any claims of any kind that may arise out of CLEC’s failure to obtain the property owner’s permission.
- 2.16.2.3.7 CLEC will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time CLEC activates the pair(s). CLEC will notify AT&T within five (5) business days of activating UNTW pairs using the LSR form.
- 2.16.2.3.8 If a trouble exists on a UNTW pair, CLEC may use an alternate spare pair that serves that customer if a spare pair is available. In such cases, CLEC will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, CLEC will isolate and report troubles to AT&T. In such cases, CLEC must tag the UNTW pair that requires repair. If AT&T dispatches a technician on a reported trouble call and no UNTW trouble is found, AT&T will charge CLEC for time spent on the dispatch and testing the UNTW pair(s).
- 2.16.2.3.9 If CLEC initiates the Access Terminal installation and CLEC has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to CLEC’s request for an Access Terminal within six (6) months of installation of the Access Terminal, AT&T will bill CLEC a nonrecurring charge equal to the actual cost of provisioning the Access Terminal. Once CLEC has activated at least ten (10) percent of the capacity of the Access Terminal within six (6) months of installation of the Access Terminal, CLEC will not be billed for the placement of the Access Terminal even if the percentage of activated pairs drops at a later time below ten (10) percent or is completely deactivated.
- 2.16.2.3.10 If AT&T determines that CLEC is using the UNTW pairs without reporting the activation of the pairs, CLEC will be billed for the use of that pair back to the date the customer began receiving service from CLEC at that location. Upon request, CLEC will provide copies of its redacted billing record or installation order with sufficient information to substantiate such date. If CLEC fails to provide such records, then AT&T will bill CLEC back to the date of the Access Terminal installation.

2.16.3 **Unbundled Sub-Loop Feeder**

2.16.3.1 Upon the Effective Date of this Agreement, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by AT&T at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Agreement, CLEC will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90) day period, market-based rates have not been negotiated and CLEC has not issued the appropriate disconnect orders, AT&T may immediately disconnect any remaining USLF elements and will bill CLEC any applicable disconnect charges at rates set forth in the Pricing Schedule.

2.16.4 **Unbundled Loop Concentration**

2.16.4.1 Upon the Effective Date of this Agreement, the Unbundled Loop Concentration (ULC) element will no longer be offered by AT&T and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Agreement and may remain connected, maintained and repaired according to AT&T's TR73600 until such time as they are disconnected by CLEC, or AT&T provides ninety (90) calendar days notice that such ULC must be terminated at which point the Parties will coordinate the transition in a cooperative manner.

2.17 **Dark Fiber Loop**

2.17.1 Dark Fiber Loop is defined in Section 2.3.6 above. AT&T will provide line termination elements at both ends but will not provide regeneration or other electronics necessary for CLEC to utilize Dark Fiber Loops.

2.17.2 **Requirements**

2.17.2.1 AT&T shall make available Dark Fiber Loop where it exists in AT&T's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by AT&T for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including AT&T, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) AT&T has plans to use the fiber within a two-year planning period. AT&T is not required to place the fiber for Dark Fiber Loop if none is available.

2.17.2.2 CLEC may test the quality of the Dark Fiber to determine its usability and performance specifications.

2.17.2.3 CLEC may test Dark Fiber obtained from AT&T using CLEC or CLEC designated personnel. AT&T shall provide appropriate interfaces to allow access

to Dark Fiber at CLEC’s Serving Wire Center and at CLEC’s customer’s premises.

- 2.17.2.4 AT&T shall use commercially reasonable efforts to provide to CLEC information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from CLEC. Within such time period, AT&T shall send written confirmation of availability of the Dark Fiber (“Confirmation”). If the requested Dark Fiber Loop is available, AT&T shall use commercially reasonable efforts to provision the Dark Fiber Loop to CLEC within twenty (20) business days after CLEC submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable CLEC to connect CLEC provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.
- 2.17.2.5 AT&T shall provide access to Dark Fiber Loop for test access and testing at the termination point (demarcation) within CLEC’s Serving Wire Center For maintenance troubles after acceptance of the Dark Fiber, CLEC should use the normal trouble reporting process and AT&T will isolate and correct the problem.
- 2.17.2.6 If requested dark fiber has any lightwave repeater equipment interspliced to it, AT&T will remove such equipment at CLEC’s request subject to time and materials charges.

2.18 **Loop Makeup**

2.18.1 **Description of Service**

- 2.18.1.1 AT&T shall make available to CLEC LMU information so that CLEC can make an independent judgment about whether the loop is capable of supporting the advanced services equipment CLEC intends to install and the services CLEC wishes to provide. This Section addresses LMU as a preordering transaction, distinct from CLEC ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries are likewise unique from other preordering functions with associated SIs as described in this Agreement.
- 2.18.1.2 AT&T will provide CLEC LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.
- 2.18.1.3 AT&T’s LMU information is provided to CLEC as it exists either in AT&T’s databases or in its hard copy facility records. AT&T does not guarantee accuracy or reliability of the LMU information provided, but AT&T shall provide to CLEC the same information that it would provide to itself.

- 2.18.1.4 AT&T's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either AT&T or the requesting CLEC controlling the loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless the requesting CLEC has a Letter of Authorization (LOA) from the CLEC using or controlling the loop (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.18.1.5 CLEC may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular AT&T loop as long as that equipment does not disrupt other services on the AT&T network. The determination shall be made solely by CLEC and AT&T shall not be liable in any way for the performance of the advanced data services provisioned over said loop. The specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee CLEC's ability to provide advanced data services over the ordered loop type. Further, if CLEC orders loops that do not require a specific facility medium or loops that are not intended to support advanced services (such as UVL-SL1, UVL-SL2) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to AT&T's network. CLEC is fully responsible for any of its service configurations that may differ from AT&T's technical standard for the loop type ordered.
- 2.18.2 **Submitting Loop Makeup Service Inquiries**
- 2.18.2.1 CLEC may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through AT&T's OSS interfaces. After obtaining the loop information from the mechanized LMU process, if CLEC needs further loop information in order to determine loop service capability, CLEC may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in the Pricing Schedule.
- 2.18.2.2 Manual LMUSIs shall be submitted according to the guidelines AT&T CLEC Online website. The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.
- 2.18.3 **Loop Reservations**
- 2.18.3.1 For a Mechanized LMUSI, CLEC may reserve up to ten (10) loop facilities. For a Manual LMUSI, CLEC may reserve up to three (3) loop facilities.
- 2.18.3.2 CLEC may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to CLEC.

During and prior to CLEC placing an LSR, the reserved facilities are rendered unavailable to other customers, including AT&T. If CLEC does not submit an LSR for a UNE service on a reserved facility within the four (4) business day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

- 2.18.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from AT&T.
- 2.18.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by AT&T. CLEC will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, CLEC does not reserve facilities upon an initial LMUSI, CLEC's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per the Pricing Schedule.
- 2.18.3.5 Where CLEC has reserved multiple loop facilities on a single reservation, CLEC may not specify which facility shall be provisioned when submitting the LSR. For those occasions, AT&T will assign to CLEC, subject to availability, a facility that meets the AT&T technical standards of the AT&T type loop as ordered by CLEC.

3 Line Splitting

- 3.1 Line Splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to customers over the same loop. AT&T will provide Line splitting in accordance with FCC 47 C.F.R. § 51.319 (a)(1)(ii). The Voice CLEC and Data LEC may be the same or different carriers.
- 3.2 In the event CLEC provides its own switching or obtains switching from a third party, CLEC may engage in line splitting arrangements with another LEC using a splitter, provided by CLEC, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.3 CLEC shall provide AT&T with a signed LOA between it and the Data LEC or Voice LEC with which it desires to provision Line Splitting services, if CLEC will not provide voice and data services.
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- 3.5 **Provisioning Line Splitting and Splitter Space**
 - 3.5.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L.

3.5.2 An unloaded 2-wire copper loop must serve the customer. The meet point for the Voice LEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

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3.6 **Ordering – Line Splitting**

3.6.1 AT&T shall provide CLEC the LSR format to be used when ordering Line Splitting service.

3.6.2 AT&T will provision Line Splitting service in compliance with AT&T's CLEC Online website.

3.6.3 AT&T will provide CLEC access to Preordering LMU in accordance with the terms of this Agreement. AT&T shall bill and CLEC shall pay the rates for such services as described in the Pricing Schedule.

3.6.4 AT&T will provide Loop Modification to CLEC on an existing loop in accordance with Section 2.12.

3.7 **Maintenance – Line Splitting**

3.7.1 AT&T will be responsible for repairing the physical loop between the NID at the customer's premises and the termination point. CLEC will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.

3.7.2 CLEC shall inform its customers to direct all problems to CLEC or its authorized agent.

3.7.3 CLEC shall indemnify, defend and hold harmless AT&T from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees proximately arising out of or resulting from actions taken by the data provider or CLEC in connection with the line splitting arrangement, except to the extent caused by AT&T's negligence, gross negligence or willful misconduct.

4 **Local Switching**

4.1 Local Switching is not offered pursuant to this Agreement.

4.2 For purposes of this Section 4, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.3 For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for CLEC as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

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4.3.2 Intentionally Left Blank

5 Unbundled Network Element Combinations

5.1 AT&T shall provide unbundled network element combinations in accordance with 47 C.F.R. § 51.315.

5.1.1 For purposes of this Section, references to “Currently Combined” Network Elements shall mean that the particular Network Elements requested by CLEC are in fact already combined by AT&T in the AT&T network. References to “Ordinarily Combined” Network Elements shall mean that the particular Network Elements requested by CLEC are not already combined by AT&T in the location requested by CLEC but are elements that are typically combined in AT&T’s network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by CLEC are not elements that AT&T combines for its use in its network.

5.1.2 Upon request, AT&T shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in AT&T’s network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with AT&T’s network.

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled loops and unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those Network Elements. AT&T shall provide CLEC with EELs where the underlying UNE or UNEs are available and in all instances where the requesting carrier meets the FCC’s eligibility requirements, if applicable.

5.2.2 EELs include, but are not limited to the following combinations:

5.2.2.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

5.2.2.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

5.2.2.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

- 5.2.2.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.2.2.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.2.2.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.2.2.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.2.2.8 Intentionally Left Blank
- 5.2.2.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.2.2.10 Intentionally Left Blank
- 5.2.2.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.2.2.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.2.2.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.2.2.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 5.2.2.15 Commingled loop and transport facilities at the DS1 and/or DS3 level
- 5.2.3 High-capacity EELs are combinations of 1) UNE loops, as defined in this Agreement, with UNE transport, as defined in this Agreement; 2) UNE loops, as defined in this Agreement, with wholesale transport; or 3) UNE transport, as defined in this Agreement, with wholesale loops at the DS1 and/or DS3 level as described in FCC 47 C.F.R. § 51.318(b). High-capacity EELs must comply with the service eligibility requirements set forth in Section 5.2.5 below.
- 5.2.4 By placing an order for a high-capacity EEL, CLEC thereby certifies that the high-capacity EEL service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. AT&T may not deny, except as set forth in Section 5.2.6 below, CLEC’s request for a high-capacity EEL based upon eligibility criteria, but shall have the right to clarify the order back to CLEC rather than processing the order should the AT&T representative identify that CLEC does not have a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c).
- 5.2.5 **Service Eligibility Criteria**
 - 5.2.5.1 By placing an order for a high-capacity EEL, CLEC certifies that all of the following service eligibility criteria are met for each high-capacity EEL. These service eligibility criteria apply to all wholesale, as well as retail, service offerings by CLEC over high-capacity EELs.

- 5.2.5.1.1 CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area;
- 5.2.5.1.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
 - 5.2.5.1.2.1 1) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;
 - 5.2.5.1.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
 - 5.2.5.1.2.3 3) Each circuit to be provided to each customer will have 911 or E911 capability prior to provision of service over that circuit;
 - 5.2.5.1.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of FCC 47 C.F.R. § 51.318(c);
 - 5.2.5.1.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk in the same LATA as the customer premises served by the EEL over which CLEC will transmit the calling party's number in connection with calls exchanged over the trunk;
 - 5.2.5.1.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 local service interconnection trunk within the LATA over which CLEC will transmit the calling party's number in connection with calls exchanged over the trunk;
 - 5.2.5.1.2.7 7) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 5.2.6 AT&T may, on an annual basis, and only based upon cause, conduct an audit of CLEC's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, AT&T will send a Notice of Audit to CLEC identifying the cause upon which AT&T rests its allegations. Such Notice of Audit will be delivered to CLEC no less than thirty (30) calendar days prior to the date upon which AT&T seeks to commence an audit.
 - 5.2.6.1 The audit shall be conducted by a third party independent auditor retained and paid for by AT&T. The audit shall commence at a mutually agreeable location (or locations).
 - 5.2.6.1.1 The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require

the auditor to perform an “examination engagement” and issue an opinion regarding CLEC’s compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements related to determining the independence of an auditor shall govern the audit of requesting carrier compliance. The concept of materiality governs this audit; the independent auditor’s report will conclude whether or the extent to which CLEC complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor’s judgment.

5.2.6.1.2 To the extent the independent auditor’s report concludes that CLEC failed to comply with the high capacity EEL service eligibility criteria, CLEC must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

5.2.6.1.3 To the extent the independent auditor’s report concludes that CLEC failed to comply in all material respects with the service eligibility criteria, CLEC shall reimburse AT&T for the cost of the independent auditor. Similarly, to the extent the independent auditor’s report concludes that CLEC did comply in all material respects with the service eligibility criteria, AT&T will reimburse CLEC for its reasonable and demonstrable costs associated with the audit, including, among other things, staff time. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

5.2.6.1.4 CLEC will maintain appropriate documentation to support its certifications.

5.3 **UNE-P**

5.3.1 UNE-P is not offered pursuant to this Agreement.

5.3.2 For purposes of this Section 5.3, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.3.3 For purposes of this Section 5.3, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction therewith that were in service for CLEC as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

5.3.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T shall charge a rate for CLEC’s Embedded Base of UNE-P equal to the higher of:

5.3.4.1 The rate at which CLEC leased that combination of elements on June 15, 2004, plus one dollar; or

5.3.4.2 The rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

5.3.4.3 These rates shall be as set forth in the Pricing Schedule and this Section 5.3.4.

5.4 **Rates**

5.4.1 The rates for the Currently Combined Network Elements specifically set forth in the Pricing Schedule shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in the Pricing Schedule, the rate for such Currently Combined Combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in the Pricing Schedule.

5.4.2 The rates for the Ordinarily Combined Network Elements specifically set forth in the Pricing Schedule shall be the non-recurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in the Pricing Schedule, the rate for such Ordinarily Combined Combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in the Pricing Schedule.

5.4.3 AT&T shall provide other Currently Combined, Ordinarily Combined and Not Typically Combined UNE Combinations to CLEC in addition to those specifically referenced in this Section 5 above, where available.

5.4.3.1 To the extent CLEC requests a Combination for which AT&T does not have rates and methods and procedures in place to provide such Combination, rates and/or methods and procedures for such Combination will be developed pursuant to the BFR process.

6 **Dedicated Transport and Dark Fiber Transport**

6.1 **Dedicated Transport**

6.1.1 AT&T shall offer unbundled access to Dedicated Transport in accordance with FCC Rules 47 C.F.R. § 51.311 and 51.319 and Section 251(c) (3) of the Act. Dedicated Transport is defined as AT&T's interoffice transmission facilities, dedicated to a particular customer or carrier that CLEC uses for transmission between wire centers or switches owned by AT&T and within the same LATA. To the extent that AT&T has local switching equipment, as defined by the FCC's rules, "reverse collocated" in a non-incumbent LEC premises, the transmission path from this point back to the AT&T wire center shall constitute Dedicated Transport.

- 6.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities**
- 6.2.1 For purposes of this Section 6.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for CLEC as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 6.2.5.1 or 6.2.5.2 below. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 6.2.3 For purposes of this Section 6.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for CLEC as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 6.2.4 For purposes of this Section 6.2, Excess DS1 and DS3 Dedicated Transport means those CLEC DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005, in excess of the caps set forth in Section 6.2.5.3. Subsequent disconnects and loss of customers shall be removed from Excess DS1 and DS3 Loops.
- 6.2.5 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dedicated Transport meeting the following thresholds for CLEC's Embedded Base and Excess DS1 and DS3 Dedicated Transport during the Transition Period:
- 6.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators (Tier 1 Wire Center). Once a wire center exceeds either of the thresholds set forth in this Section 6.2.5.1, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 6.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center). Once a wire center exceeds either of the thresholds set forth in this Section 6.2.5.2, no future DS3 Dedicated Transport unbundling will be required in that wire center.
- 6.2.5.3 CLEC may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling

obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

- 6.2.6 A list of wire centers meeting the criteria set forth in Sections 6.2.5.1 and 6.2.5.2 above, as ordered by the Commission (Initial Wire Center List), may be found at this web site http://wholesale.att.com/tools_forms_and_reports/
- 6.2.7 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Entrance Facilities for CLEC's Embedded Base Entrance Facilities only during the Transition Period.
- 6.2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T shall charge a rate for CLEC's Embedded Base of DS1 and DS3 Dedicated Transport and for CLEC's Excess DS1 and DS3 Dedicated Transport, as described in this Section 6.2, equal to the higher of:
- 6.2.8.1 115% of the rate paid for that element on June 15, 2004; or
- 6.2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 6.2.8.3 These rates shall be as set forth in the Pricing Schedule and this Section 6.2.8.
- 6.2.8.4 From March 11, 2005, through the completion of the Transition Period, AT&T shall charge a rate for CLEC's Embedded Base Entrance Facilities as set forth in the Pricing Schedule and this Section 6.2.8.
- 6.2.9 For a wire center listed on the Initial Wire Center List that exceeds the thresholds set forth in Section 6.2.5.1, no further DS1 Dedicated Transport unbundling will be required from that wire center to other Tier 1 wire centers.
- 6.2.10 For a wire center listed on the Initial Wire Center List that exceeds the thresholds set forth in Section 6.2.5.2, no further DS3 Dedicated Transport unbundling will be required from that wire center to Tier 1 or Tier 2 wire centers.
- 6.2.11 No later than March 10, 2006 or as soon as practicable thereafter CLEC shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other AT&T services pursuant to Section 1.5. For Conversions as defined in Section 1.5, such spreadsheet shall take the place of an LSR or ASR. Such Conversions shall be subject to applicable switch-as-is charges found in the Pricing Schedule. AT&T shall not impose disconnection or nonrecurring installation charges when transitioning the de-listed Section 251 UNEs to alternate services. If a CLEC chooses to convert the Embedded Base and Excess DS1 and DS3 UNE Dedicated Transport circuits or Embedded Base UNE Entrance Facilities to special access circuits, AT&T will include such DS1

and DS3 Dedicated Transport circuits and Entrance Facilities within CLEC's total special access circuits and apply any discounts to which CLEC is entitled. The Parties have been unable to agree as to the date such discounts will be applied and each Party expressly reserves the right to seek resolution of the issue at a later date, if the parties are unable to negotiate a resolution, and further reserve all rights related to the appropriate forum for seeking such resolution. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport.

- 6.2.12 If CLEC fails to submit the spreadsheet(s) specified in Section 6.2.11 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to March 10, 2006 or as soon as practicable thereafter, AT&T will identify CLEC's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed AT&T service(s) effective March 11, 2006. Those circuits identified and transitioned by AT&T pursuant to this Section 6.2.12 shall be subject to the switch-as-is conversion charge set forth in the Pricing Schedule. No disconnection charges will apply, and in cases where no physical rearrangements are necessary for conversion, no tariffed nonrecurring charges will apply.
- 6.2.13 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 6.2.11 or transitioned pursuant to Section 6.2.12 above, the applicable recurring charge for the alternative service shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.
- 6.2.14 To the extent that CLEC no longer desires to provide a particular service, it must notify AT&T of its intent to discontinue and the parties must coordinate the disconnect to take place prior the conclusion of the applicable transition period. CLEC must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.
- 6.3 **Modifications and Updates to the Wire Center List and Subsequent Transition Periods for DS1 and/or DS3 Transport**
- 6.3.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Sections 6.2.5.1 or 6.2.5.2 above, but that were not included in the Initial Wire Center List, AT&T shall include such additional wire centers in AL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.

- 6.3.2 Effective thirty (30) business days after the date of a AT&T AL providing a Subsequent Wire Center List, AT&T shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self certification process.
- 6.3.3 For purposes of this Section 6.3, AT&T shall make available DS1 and DS3 Dedicated Transport that was in service for CLEC in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's AL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and fifty (150) days after the thirtieth (30th) business day from the date of AT&T's AL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 6.3.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 6.3.5 The rates set forth in the Pricing Schedule plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 6.3.6 No later than 180 days from AT&T's AL identifying the Subsequent Wire Center List CLEC shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. For Conversions as defined in Section 1.5, such spreadsheet shall take the place of an LSR or ASR. If a CLEC chooses to convert the Subsequent Embedded Base DS1 and DS3 UNE Dedicated Transport circuits to special access circuits, AT&T will include such DS1 and DS3 Dedicated Transport circuits within CLEC's total special access circuits and apply any discounts to which CLEC is entitled. The Parties have been unable to agree as to the date such discounts will be applied and each Party expressly reserves the right to seek resolution of the issue at a later date, if the parties are unable to negotiate a resolution, and further reserve all rights related to the appropriate forum for seeking such resolution. Such Conversions shall be subject to applicable switch-as-is charges found in the Pricing Schedule. AT&T shall not impose disconnection or nonrecurring installation charges when transitioning the de-listed Section 251 UNEs to alternate services.
- 6.3.7 If CLEC fails to submit the spreadsheet(s) specified in Section 6.3.6 above for all of its Subsequent Embedded Base within 180 days after the date of AT&T's AL identifying the Subsequent Wire Center List, AT&T will identify CLEC's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s) subject to disconnect and nonrecurring installation charges for the tariff services.

- 6.3.8 For Subsequent Embedded Base circuits converted pursuant to Section 6.3.6 above or transitioned pursuant to Section 6.3.7 above, the applicable recurring charges for the alternative service shall apply as of the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids or otherwise minimizes to the extent possible, disruption or degradation of CLEC’s service.
- 6.3.9 AT&T shall:
- 6.3.9.1 Provide CLEC exclusive use of Dedicated Transport to a particular customer or carrier;
- 6.3.9.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this Section;
- 6.3.9.3 Permit, to the extent technically feasible, CLEC to connect Dedicated Transport to equipment designated by CLEC, including but not limited to, CLEC’s collocated facilities; and
- 6.3.9.4 Permit, to the extent technically feasible and on a nondiscriminatory basis, CLEC to obtain the functionality provided by AT&T’s digital cross-connect systems.
- 6.3.10 AT&T shall offer Dedicated Transport:
- 6.3.10.1 As capacity on a shared facility, and
- 6.3.10.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to CLEC.
- 6.3.11 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 6.3.12 A route is defined as a transmission path between one of AT&T’s wire centers or switches and another of AT&T’s wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same “route”, irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 6.3.13 Any request to re-terminate one (1) end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in the Pricing Schedule shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.

6.4 **Technical Requirements**

- 6.4.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to CLEC designated traffic.
- 6.4.2 For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
- 6.4.3 AT&T shall offer the following interface transmission rates for Dedicated Transport:
 - 6.4.3.1 DS0 Equivalent;
 - 6.4.3.2 DS1;
 - 6.4.3.3 DS3; and
 - 6.4.3.4 Intentionally Left Blank
 - 6.4.4 Intentionally Left Blank
- 6.4.5 AT&T shall design Dedicated Transport according to its network infrastructure. CLEC shall specify the termination points for Dedicated Transport.
- 6.4.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 6.4.7 AT&T Technical References:
 - 6.4.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.4.7.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.4.7.3 TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.5 Unbundled Channelization (Multiplexing)**
 - 6.5.1 Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) UNE or collocation cross connect to be multiplexed or channelized at a AT&T central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of AT&T. Once UC has been installed, CLEC may request channel activation on an as needed basis and AT&T shall connect the requested facilities via Central Office Channel Interfaces (COICs).

The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4. Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.

- 6.5.2 AT&T shall make available the following channelization systems and interfaces:
 - 6.5.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCIs are available: Voice Grade, Digital Data and ISDN.
 - 6.5.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 6.5.2.3 Intentionally Left Blank
 - 6.5.2.4 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.
- 6.5.3 **Technical Requirements**
 - 6.5.3.1 In order to assure proper operation with AT&T provided central office multiplexing functionality, CLEC's channelization equipment must adhere strictly to form and protocol standards. CLEC must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.6 Dark Fiber Transport

- 6.6.1 Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.8 below, AT&T shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 6.6.2 AT&T shall provide access to Dark Fiber Transport for test access and testing at termination points (demarcation points) within the relevant Serving Wire Centers. For maintenance troubles after acceptance of the Dark Fiber Transport, CLEC should use the normal trouble reporting process and AT&T will isolate and correct the problem.
- 6.6.3 AT&T shall make Dark Fiber Transport available in accordance with FCC Rule 51.319 (e)(3). Dark Fiber Transport consists of unactivated optical interoffice transmission facilities existing in aerial or underground structures. After CLEC

requests Dark Fiber Transport, AT&T shall provide CLEC with the DB loss report for such Dark Fiber Transport that will reflect the engineered to DB loss.

- 6.6.4 CLEC may test Dark Fiber Transport obtained from AT&T using CLEC or CLEC designated personnel. AT&T shall provide appropriate interfaces to allow CLEC to test Dark Fiber Transport. For maintenance troubles after acceptance of the Dark Fiber Transport, CLEC should use the normal trouble reporting process and AT&T will isolate and correct the problem to the same engineered to DB loss levels that were met when AT&T originally provisioned the Dark Fiber Transport to CLEC or AT&T shall provide CLEC access to other existing, spare strands of Dark Fiber Transport that meet such engineered to DB loss levels.

6.7 Requirements

- 6.7.1 AT&T shall make available in a reasonable and nondiscriminatory manner Dark Fiber Transport where it exists in AT&T's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by AT&T for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including AT&T, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) AT&T has plans to use the fiber within a two-year planning period. AT&T is not required to place fibers for Dark Fiber Transport if there are none available.
- 6.7.2 CLEC may test the quality of the Dark Fiber Transport to determine its usability and performance specifications.
- 6.7.3 AT&T shall use its best efforts to provide to CLEC information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from CLEC. Within such time period, AT&T shall send written confirmation of availability of the Dark Fiber Transport.
- 6.7.4 If the requested Dark Fiber Transport is available, AT&T shall use its commercially reasonable efforts to provision the Dark Fiber Transport to CLEC within twenty (20) business days after CLEC submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable CLEC to connect CLEC provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.
- 6.7.5 If requested dark fiber has any lightwave repeater equipment interspliced to it, AT&T will remove such equipment at CLEC's request subject to time and materials charges.
- 6.7.6 If deployed in AT&T's network, on a case by case basis, AT&T may provide wave division multiplexer ("WDM") applications at rates to be negotiated by the

Parties. For WDM applications, AT&T shall provide to CLEC an interface to an existing WDM device or allow CLEC to install its own WDM device (where sufficient system loss margins exist or where CLEC provides the necessary loss compensation) to multiplex the traffic at wavelengths. This applies to both the transmit and the receive ends of the Dark Fiber.

6.8 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

6.8.1 For purposes of this Section 6.8, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

6.8.2 For purposes of this Section 6.8, Embedded Base means Dark Fiber Transport that was in service for CLEC as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 6.8.3.1. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.8.3 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dark Fiber Transport meeting the following threshold for CLEC's Embedded Base during the Transition Period:

6.8.3.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators. Once a wire center exceeds either of the thresholds set forth in this Section, no future Dark Fiber Transport unbundling will be required in that wire center.

6.8.3.2 A list of wire centers meeting the criteria set forth in Sections 6.8.3.1 above, as ordered by the Commission (Initial Wire Center List), may be found at this web site http://wholesale.att.com/tools_forms_and_reports/

6.8.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, AT&T shall charge a rate for CLEC's Embedded Base and Excess of Dark Fiber Transport and Embedded Base Dark Fiber Transport Entrance Facilities shall be equal to the higher of:

6.8.4.1 115% of the rate paid for that element on June 15, 2004; or

6.8.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

6.8.4.3 These rates shall be as set forth in the Pricing Schedule and this Section 6.8.4.

6.8.5 No later than September 10, 2006 or as soon as practicable thereafter CLEC shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber

Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other AT&T services as Conversions pursuant to Section 1.5. For Conversions as defined in Section 1.5, such spreadsheet shall take the place of an LSR or ASR. Such Conversions shall be subject to applicable switch-as-is charges found in the Pricing Schedule. AT&T shall not impose disconnection or nonrecurring installation charges when transitioning the de-listed Section 251 UNEs to alternate services. If a CLEC chooses to convert the Dark Fiber Transport circuits or Dark Fiber Transport Entrance Facilities to special access circuits, AT&T will include such circuits within CLEC's total special access circuits and apply any discounts to which CLEC is entitled. The Parties have been unable to agree as to the date such discounts will be applied and each Party expressly reserves the right to seek resolution of the issue at a later date, if the parties are unable to negotiate a resolution, and further reserve all rights related to the appropriate forum for seeking such resolution. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

- 6.8.6 If CLEC fails to submit the spreadsheet(s) specified in Section 6.8.5 above for all of its Embedded Base on or before September 10, 2006, AT&T will identify CLEC's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s) effective September 10, 2006. Those circuits identified and transitioned by AT&T pursuant to this Section 6.8.6 shall be subject to the switch-as-is conversion charge set forth in the Pricing Schedule. No disconnection charges will apply, and in cases where no physical rearrangements are necessary for conversion, no tariffed nonrecurring charges will apply.
- 6.8.7 For Embedded Base circuits converted pursuant to Section 6.8.5 above or transitioned pursuant to Section 6.8.6 above, the applicable recurring charge for the alternative service shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.
- 6.8.8 To the extent that CLEC no longer desires to provide a particular service, it must notify AT&T of its intent to discontinue and the parties must coordinate the disconnect to take place prior the conclusion of the applicable transition period. CLEC must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.
- 6.9 Modifications and Updates to the Wire Center List and Subsequent Transition Periods for Dark Fiber Transport**
- 6.9.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 6.8.3.1 above, but that were not included in the Initial Wire Center List, AT&T shall include such additional wire centers in a AL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

- 6.9.2 Effective thirty (30) business days after the date of a AT&T AL providing a Subsequent Wire Center List, AT&T shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.7.
- 6.9.3 For purposes of this Section 6.9, AT&T shall make available DS1 and DS3 Loops that were in service for CLEC in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's AL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and fifty (150) days after the thirtieth (30th) business day from the date of AT&T's AL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 6.9.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 6.9.5 The rates set forth in the Pricing Schedule plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 6.9.6 No later than 180 days from AT&T's AL identifying the Subsequent Wire Center List CLEC shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services. For Conversions as defined in Section 1.5, such spreadsheet shall take the place of an LSR or ASR. If a CLEC chooses to convert Subsequent Embedded Base Dark Fiber Transport circuits to special access circuits, AT&T will include such Dark Fiber Transport circuits within CLEC's total special access circuits and apply any discounts to which CLEC is entitled. The Parties have been unable to agree as to the date such discounts will be applied and each Party expressly reserves the right to seek resolution of the issue at a later date, if the parties are unable to negotiate a resolution, and further reserve all rights related to the appropriate forum for seeking such resolution. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. Such Conversions shall be subject to applicable switch-as-is charges found in the Pricing Schedule. AT&T shall not impose disconnection or nonrecurring installation charges when transitioning the de-listed Section 251 UNEs to alternate services.
- 6.9.7 If CLEC fails to submit the spreadsheet(s) specified in Section 6.9.6 above for all of its Subsequent Embedded Base within 180 days after the date of AT&T's AL identifying the Subsequent Wire Center List, AT&T will identify CLEC's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s) subject to disconnect and nonrecurring installation charges for the tariff services.
- 6.9.8 For Subsequent Embedded Base circuits converted pursuant to Section 6.9.6. above or transitioned pursuant to Section 6.9.7 above, the applicable recurring

charges shall apply as of first day after the end of the Subsequent Transition Period.

6.9.9 In the event that (1) AT&T designates a wire center as non-impaired, (2) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (3) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) AT&T acknowledges or a state or federal agency regulatory body with authority determines that, at the time AT&T designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of CLEC, AT&T shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, AT&T shall refund CLEC the difference between the rate paid by CLEC for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

6.10 Rearrangements

6.10.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working CLEC circuit from one CFA to another CLEC CFA, where both CFAs terminate in the same AT&T Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in the Pricing Schedule shall apply.

6.10.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in the Pricing Schedule shall apply.

6.10.3 Upon request of CLEC, AT&T shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 6.10.1 and 6.10.2 above. CLEC may request OC-TS for such orders, and such OC-TS will be available at times designated by CLEC twenty-four (24) hours a day, seven (7) days a week except on National Holidays.

6.10.4 AT&T shall accept a LOA between CLEC and another carrier that will allow CLEC to connect Dedicated Transport or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA.

6.10.5 Rearrangement of an EEL to a standalone UNE-L that requires a CFA change: CLEC may utilize the EEL to UNE-L retermination process, as described in AT&T's CLEC Online website, to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the customer Serving Wire Center as a standalone UNE-L. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as

set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

- 6.10.6 AT&T shall charge the applicable EEL to UNE-L retermination rates found in the Pricing Schedule. CLEC shall also be charged applicable service order, collocation cross-connect and EEL disconnect charges, where such charges have not already been paid by CLEC, as set forth in the Pricing Schedule.
- 6.10.7 The EEL to UNE-L retermination process is not available when the rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if CLEC elects not to utilize the EEL to UNE-L retermination process, CLEC must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, CLEC will be charged the EEL disconnect charges, where such charges have not already been paid by CLEC, and the full nonrecurring rates for installation of a new Loop, as set forth in the Pricing Schedule.

7 Automatic Location Identification/Data Management System

7.1 911 and E911 Databases

- 7.1.1 AT&T shall provide CLEC with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R § 51.319(f).
- 7.1.2 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. CLEC will be required to provide AT&T daily updates to the E911 database. CLEC shall also be responsible for providing AT&T with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to CLEC's end users.

7.2 Technical Requirements

- 7.2.1 AT&T shall provide CLEC the capability of providing updates to the ALI/DMS database. AT&T shall provide error reports from the ALI/DMS database to CLEC after CLEC provides customer information for input into the ALI/DMS database.
- 7.2.2 CLEC shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.
- 7.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

- 7.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate AT&T 911 tandem.
- 7.3.1.1 The database capability allows CLEC to offer an E911 service to its PBX customers that identifies to the PSAP the physical location of the CLEC PBX 911 end user station telephone number for the 911 call that is placed by the end user.
- 7.3.2 CLEC may order either the database capability or the transport component as desired or CLEC may order both components of the service.
- 7.3.3 911 PBX Locate Database Capability. CLEC's customer or CLEC's customer's database management agent (DMA) must provide the end user PBX station telephone numbers and corresponding address and location data to AT&T's 911 database vendor. The data will be loaded and maintained in AT&T's ALI database.
- 7.3.4 Ordering, provisioning, testing and maintenance shall be provided by CLEC pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the AT&T Interconnection Web site.
- 7.3.5 CLEC's customer, or CLEC's customer database management agent must provide ongoing updates to AT&T's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of CLEC to ensure that the customer or DMA maintain the data pertaining to each end user's extension managed by the 911 PBX Locate Service product. CLEC should not submit telephone number updates for specific PBX station telephone numbers that are submitted by CLEC's customer, or CLEC's customer DMA under the terms of 911 PBX Locate product.
- 7.3.6 CLEC must provision all PBX station numbers in the same LATA as the E911 tandem.
- 7.3.7 CLEC agrees to release, indemnify, defend and hold harmless AT&T from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by CLEC's customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by AT&T in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by AT&T's

gross negligence or wilful misconduct. CLEC is responsible for assuring that its authorized customers comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to CLEC's customer or DMA pursuant to these terms. Specifically, CLEC's customer or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

- 7.3.8 CLEC may only use AT&T PBX Locate Service solely for the purpose of validating and correcting 911 related data for CLEC's customers' telephone numbers for which it has direct management authority.
- 7.3.9 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires CLEC to order a CAMA type dedicated trunk from CLEC's customer premise to the appropriate AT&T 911 tandem pursuant to the following provisions.
- 7.3.10 Except as otherwise set forth below, a minimum of two (2) customer specific, dedicated 911 trunks are required between the CLEC's customer premise and the AT&T 911 tandem as described in AT&T's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the AT&T Interconnection Web site. CLEC is responsible for connectivity between the customer's PBX and CLEC's switch or POP location. CLEC will then order 911 trunks from their switch or POP location to the AT&T 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a CLEC purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). CLEC is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the AT&T 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.
- 7.3.11 Ordering and Provisioning. CLEC will submit an Access Service Request (ASR) to AT&T to order a minimum of two (2) customer specific 911 trunks from its switch or POP location to the AT&T 911 tandem.
- 7.3.12 Testing and maintenance shall be provided by CLEC pursuant to the 911 PBX Locate Marketing Service description that is located on the AT&T Interconnection Web site.
- 7.3.13 Rates. Rates for the 911 PBX Locate Service database component are set forth in the Pricing Schedule. Trunks and facilities for 911 PBX Locate transport

component may be ordered by CLEC pursuant to the terms and conditions set forth in Attachment 3.

8 Operational Support Systems (OSS)

8.1 AT&T shall provide CLEC with nondiscriminatory access to operations support systems on an unbundled basis, in accordance with 47 CFR 51.319(g) and as set forth in Attachment 6. Operations support system (“OSS”) functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T’s databases and information. AT&T, as part of its duty to provide access to the pre-ordering function, shall provide CLEC with nondiscriminatory access to the same detailed information about the loop that is available to AT&T.

8.2 Cancellation OSS Charge

8.2.1 CLEC will incur an OSS charge for an accepted LSR that is later canceled.

8.2.2 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

8.3 Network Elements and Other Services Manual Additive

8.3.1 The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in the Pricing Schedule.

Attachment 3
Network Interconnection

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NETWORK INTERCONNECTION

1. GENERAL

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service and exchange access on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

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

2.1.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.

2.1.2 **Automatic Number Identification (ANI)** corresponds to the seven (7)/ten (10)-digit telephone number assigned by the serving local exchange carrier.

2.1.3 **Basic 911 Service (B911)** routes a 9-1-1 call to one (1) centralized answering location.

2.1.4 **Call Termination** has the meaning set forth for "termination" in 47 CFR § 51.701(d).

2.1.5 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).

2.1.6 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.1.7 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred to herein must be registered in the Local Exchange Routing Guide (LERG).

2.1.8 **Cross Connect** is as defined in Attachment 4 of the Interconnection Agreement. If a Party provisions a cross connect for the purposes of interconnection under this Attachment 3, and such cross connect is not associated with a physical or virtual collocation arrangement, the provisioning party shall not charge for such cross connect.

- 2.1.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.1.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.1.11 **Enhanced 911 Service** routes a 9-1-1 call to one (1) centralized answering location and provides features not present in Basic 911 Service, including ANI and ALI and Selective Routing.
- 2.1.12 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one (1) Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.1.13 **Interconnection Point (IP)** is a physical telecommunications equipment interface that interconnects the networks of AT&T and CLEC.
- 2.1.14 **ISP-Bound Traffic** is calls to an information service provider/enhanced service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits). Compensation for ISP-Bound Traffic is addressed in Section 10, except for ISP-Bound Traffic provisioned over FX or FX-type arrangements, which is addressed in Section 12.
- 2.1.15 **Local Channel** is defined as a switched transport facility between a Party's Point of Presence and its designated Serving Wire Center where the Point of Presence is not located within the designated Serving Wire Center.
- 2.1.16 **Local Traffic** (a.k.a. Section 251(b)(5) Traffic) is defined as any traffic that is originated by a customer of one (1) Party and is terminated to a customer of the other Party within the same Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable State Commission or regulatory agency or both physically located within neighboring ILEC Local Exchange Areas that are within the same mandatory local calling area on that other Party's network, except for those calls that are originated or terminated through switched access arrangements. Additionally, Local Traffic includes any cross boundary, intrastate, interLATA or interstate interLATA calls established as a local call by the ruling regulatory body.
- 2.1.17 **A Point of Presence** is the physical location at which a Party establishes itself for obtaining access to the other Party's network.
- 2.1.18 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.

- 2.1.19 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by CLEC.
- 2.1.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the 9-1-1 tandem to the designated PSAP based upon the address of the ANI of the calling party.
- 2.1.21 **Serving Wire Center** is defined as the wire center owned or leased by one (1) Party that is designated by that Party to serve the geographic area in which the other Party's POP is located.
- 2.1.22 **Tandem Switching** is defined as the function that establishes a communications path between two (2) switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.22.1 Consistent with FCC rules and orders, a CLEC switch shall be considered a tandem switch if it serves a geographic area comparable to that served by the relevant AT&T tandem switch. CLEC shall provide to AT&T supporting data to show such geographic comparability and if the Parties are unable to agree then the issue shall be resolved pursuant to the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.
- 2.1.23 **Transit Traffic** is traffic originating on one (1) Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by one (1) Party and delivered to the other Party's network.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where CLEC owns, leases from a third party or otherwise provides its own switch (es).
- 3.2 Network interconnection may be provided by the Parties via any technically feasible method and at any technically feasible point or points in accordance with applicable FCC and Commission rules and orders. In accordance with the terms of this Agreement, network interconnection may be provided via a DS0 where technically feasible and supported by applicable industry standards. Requests for interconnection via methods, such as OCn level interconnection, other than as set forth in this Attachment may be made through the Bona Fide Request (BFR) process set out in Attachment 11 to this Agreement.
- 3.2.1 Requests for interconnection at a point or points other than as set forth in this Attachment may be made through the Bona Fide Request (BFR) process set out in Attachment 11 to this Agreement. At such time that AT&T submits a request for interconnection that meets the requirements of this Section 3.2; the Parties will negotiate the rates, terms, and conditions for such request.

- 3.2.2 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within AT&T's serving territory on AT&T's network, or as otherwise mutually agreed by the Parties, in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic and ISP-Bound Traffic.
- 3.2.3 Pursuant to the provisions of this Attachment, the Parties will endeavor in good faith to mutually agree on the location of the initial IP(s) in a given LATA. Both Parties will act in good faith and shall consider points that are efficient for both Parties. If the Parties are unable to agree on the location of the initial IP, in accordance with the terms and conditions set forth in this Attachment each Party may designate a single IP in the LATA for the delivery of Transit Traffic, Local Traffic originated by the other Party and ISP-bound Traffic originated by the other Party. AT&T will not request the establishment of an IP where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available.
- 3.2.4 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Unless mutually agreed otherwise, an additional IP must be established if the following criteria are satisfied: (1) the traffic between CLEC and AT&T at the proposed additional IP must exceed 8.9 million minutes of Local Traffic and ISP-Bound Traffic per month for three (3) consecutive months; and (2) any end office to be designated as an additional IP must be more than twenty (20) miles from an existing IP. AT&T will not request the establishment of an IP where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available.
- 3.2.5 Upon written notification from the Party requesting the establishment of an additional IP, the receiving Party has twenty (20) business days to analyze, respond to, and negotiate in good faith regarding the establishment of such IP. Should the Parties disagree on how to proceed, the requesting Party may resort to the Dispute Resolution process set forth in the General Terms and Conditions.
- 3.2.6 When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic and ISP-bound Traffic the Parties must agree to the location of the IP(s).
- 3.2.7 Notwithstanding any other provision of this Attachment and subject to the requirements for installing additional IPs, as set forth above, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs. AT&T will not require re-grooming however; CLEC may regroom and augment such IPs.

3.3 **Interconnection via Dedicated Facilities**

- 3.3.1 Each Party has the obligation to install and maintain the appropriate trunks, trunk ports and associated facilities on its respective side of the IP and is responsible for bearing its costs for such trunks, trunk ports and associated facilities on its side of the IP. Both Parties, as appropriate, shall be compensated for the ordering of trunks, trunk ports and facilities used exclusively for Transit Traffic and for ancillary traffic types including, but not limited to, OS/DA. The Parties agree that charges for such trunks, trunk ports and facilities are as set forth in the Pricing Schedule to this Attachment or to the extent a rate associated with the interconnecting trunk group is not set forth in the Pricing Schedule, the rate shall be as set forth in the appropriate Party's tariff as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.
- 3.3.2 **Local Channel Facilities.** In lieu of providing facilities on its side of Interconnection Point or as part of Call Transport and Termination, either Party may purchase Local Channel facilities from the other Party, pursuant to the provisions of this Attachment, where such facilities are available. The percentage of Local Channel Facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-bound Traffic as determined by the PLF are set forth in Section 3.3.1 above. The remaining percentage of Local Channel Facilities shall be billed at the appropriate Party's intrastate or interstate tariff rates for switched access services or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.
- 3.3.3 **Dedicated Interoffice Facilities.** In lieu of providing facilities on its side of Interconnection Point or as part of Call Transport and Termination, either Party may purchase Dedicated Interoffice facilities from the other Party, pursuant to the provisions of this Attachment, where such facilities are available. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Dedicated Interoffice facilities used for Local Traffic and ISP-bound Traffic as determined by the PLF are set forth in Section 3.3.1 above. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at the appropriate Party's intrastate or interstate tariff rates for switched access services or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.
- 3.3.4 In the event that a Party's point of presence is located within its designated Serving Wire Center, such Party may interconnect to the other Party's switch

located in the same Serving Wire Center via a cross connect as defined in this Agreement or such Party may interconnect via any other technically feasible method as described herein. If a Party provisions a cross connect for the purposes of interconnection under this Attachment 3, and such cross connect is not associated with a physical or virtual collocation arrangement, the provisioning party shall not charge for such cross connect. When a cross connect is made in the provisioning of Local Interconnection facilities/services, the providing Party will not charge the other Party a Local Channel Facility rate for such cross connect.

- 3.3.5 The facilities and associated components as set forth in Exhibit A of this Attachment purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process. The terms, conditions and rates for ordering charges (i.e., expedite, cancellation, and order modification charges) are as set forth in the AT&T FCC Tariff No. 1. To the extent that AT&T requests that CLEC submit an ASR for an augmentation to the facilities purchased by CLEC from AT&T but utilized for AT&T's originated traffic, the Parties will work in good faith and make best efforts to ensure that the ASR submitted for such augmentations does not require expedition, cancellation or modification and in the event that CLEC incurs ordering charges, AT&T and CLEC shall work cooperatively to determine which Party caused the incurrence of such charges and that Party shall be responsible for such charges.

3.4 **Fiber Meet**

- 3.4.1 If CLEC elects to establish interconnection with AT&T pursuant to a Fiber Meet Local Channel, CLEC and AT&T shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, CLEC's SONET transmission system must be compatible with AT&T's equipment, and the Data Communications Channel (DCC) must be turned off, unless otherwise mutually agreed to by the Parties.

- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

- 3.4.3 The Parties shall agree to a Fiber Meet point between the AT&T Serving Wire Center and the CLEC Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. AT&T shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber

Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.4 Upon verbal request by CLEC and within a reasonable and non-discriminatory timeframe, AT&T shall allow CLEC access to the fusion splice point for the Fiber Meet point for maintenance purposes on CLEC's side of the Fiber Meet point.

3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used for Local Traffic and ISP-bound Traffic. The remaining portion of the Local Channel shall be billed at the appropriate Party's intrastate or interstate tariff rates for switched access services or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 AT&T and CLEC shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Attachment. For trunking purposes, traffic will be routed based on the digits dialed by the originating customer and in accordance with the LERG.

4.2 CLEC shall establish an interconnection trunk group(s) to at least one (1) AT&T access tandem within the LATA for the delivery of CLEC's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent CLEC desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which CLEC has established interconnection trunk groups, CLEC shall order Multiple Tandem Access, as described in this Attachment, to such other AT&T access tandems.

4.2.1 Notwithstanding the forgoing, CLEC shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where CLEC has homed (i.e., assigned) its NPA/NXXs. CLEC shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. CLEC shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on CLEC's NXX access tandem homing arrangement as specified by CLEC in the LERG.

4.4 Any CLEC interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to CLEC from a AT&T switch and (3) requires special AT&T -switch

translations and other network modifications will require CLEC to follow the procedures set forth in Attachment 11 to this Agreement. At such time that AT&T submits a request for interconnection that meets the requirements of this Section 4; the Parties will negotiate the rates, terms, and conditions for such request.

- 4.5 Unless the Parties mutually agree otherwise, CLEC shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic. At such time as CLEC is providing the transit function for fifteen percent (15%) or more of all Transit Traffic, CLEC will provide AT&T with notification and supporting documentation that such threshold has been met. Within fifteen (15) days following AT&T's receipt of such notification and documentation, the Parties will begin negotiations for an alternative compensation arrangement for such two-way trunks carrying Transit Traffic. If the Parties are unable to agree to an alternative compensation arrangement within forty-five (45) days of AT&T's receipt of notification, then the Parties shall mutually agree to extend the negotiations or, absent mutual agreement, the Parties shall refer to the Dispute Resolution procedure set forth in this Agreement. Upon agreement of such alternative compensation arrangement, the Parties shall execute an amendment implementing such alternative compensation for two-way trunks carrying Transit Traffic and the Parties shall "true-up" such arrangement to the date AT&T received notification.
- 4.6 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.7 In cases where CLEC is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.8 One-Way Interconnection Trunks and Trunk Groups. Each Party shall order one-way interconnection trunks and trunk groups, including trunk and trunk group augmentations, via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in Attachment 6, if applicable. Notwithstanding the foregoing, blocking situations and projects shall be project managed through AT&T's Carrier Interconnection Switching Center (CISC) Project Management Group and CLEC's equivalent trunking group and FOCs for such orders shall be returned in the timeframes negotiated by the Parties and suitable to the project. No additional charges shall be triggered due to the involvement of such project management. A project is defined as (1) a new trunk group (excluding augments to existing routes) or (2) a request for more than ninety-six (96) trunks on a single or multiple group(s) in a given AT&T local calling area.
- 4.9 Two-Way Interconnection Trunks and Trunk Groups. Upon mutual agreement of the Parties, the Parties' shall exchange Local Traffic and ISP-Bound Traffic, and Transit Traffic, where applicable, on two-way interconnection trunk group(s) with

the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and Transit Traffic, where applicable, consistent with Section 3 above. Upon determination by the Parties in a joint planning meeting that such trunk groups shall be utilized, CLEC shall order such two-way trunks, and any subsequent trunk and trunk group augmentations, via the Access Service Request (ASR) process. AT&T will use the Trunk Group Service Request (TGSR) and/or submit a request to CLEC via email or phone (with e-mail confirmation) to request changes in trunking to CLEC's two-way trunk groups carrying AT&T originated traffic. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the applicable timeframes as set forth in Attachment 6, if applicable. Notwithstanding the foregoing, blocking situations and projects shall be project managed through AT&T's Carrier Interconnection Switching Center (CISC) Project Management Group and CLEC's equivalent trunking group and FOCs for such orders shall be returned in the timeframes negotiated by the Parties and suitable to the project. No additional charges shall be triggered due to the involvement of such project management. A project is defined as (1) a new trunk group (excluding augments to existing routes) or (2) a request for more than ninety-six (96) trunks on a single or multiple group(s) in a given AT&T local calling area. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis, as set forth in Section 7 of this Attachment. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and Transit Traffic, where applicable, between the Parties does not preclude the Parties from mutually agreeing to establish additional one-way interconnection trunks for the delivery of either Party's originated Local Traffic, ISP-Bound Traffic, and Transit Traffic to the other Party where necessary, however, the proposal to establish such one-ways will be discussed by the parties prior to the submission of an ASR.

4.10 AT&T Access Tandem Interconnection

4.10.1 Interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures.

4.10.2 Basic Architecture

In the Basic Architecture, CLEC's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between CLEC and AT&T access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between CLEC and Independent Companies, Interexchange Carriers, other CLECs, and CMRS providers that have a Meet Point Billing

arrangement with AT&T, and other network providers with which CLEC desires to exchange traffic. This trunk group also carries CLEC originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to CLEC. Other trunk groups for operator services, directory assistance, and intercept may be established pursuant to the applicable AT&T tariff if service is requested. The LERG shall be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

4.10.3 **One-Way Trunk Group Architecture**

In One-Way Trunk Group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides IntraTandem Access for CLEC-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for AT&T Customers. A second one-way trunk group carries AT&T-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for CLEC End-Users. A two-way trunk group provides IntraTandem Access for CLEC's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between CLEC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which CLEC desires to exchange traffic. This trunk group also carries CLEC originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to CLEC. Other trunk groups for operator services, directory assistance, and intercept may be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.4 **Two-Way Trunk Group Architecture**

The Two-Way Trunk Group Architecture establishes one (1) two-way trunk group to provide IntraTandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between CLEC and AT&T. In addition, a separate two-way transit trunk group must be established for CLEC's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between CLEC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which CLEC desires to exchange traffic. This trunk group also carries CLEC originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Either Party's originated traffic, may, in order to prevent or remedy a traffic blocking situations, be transported on a separate single one-

way trunk group terminating to the other Party. However, where CLEC is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, and intercept may be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.5 **Supergroup Architecture**

In the Supergroup Architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and CLEC's Transit Traffic are exchanged on a single two-way trunk group between CLEC and AT&T to provide IntraTandem Access to CLEC. This trunk group carries Transit Traffic between CLEC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which CLEC desires to exchange traffic. This trunk group also carries CLEC originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Either Party's originated traffic, may, in order to prevent or remedy a traffic blocking situations, be transported on a separate single one-way trunk group terminating to the other Party. However, where CLEC is responsive in a timely manner to AT&T's transport needs for its originated traffic; AT&T originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, and intercept may be established pursuant to the applicable AT&T tariff if service is requested. The LERG shall be referenced for current routing and tandem serving arrangements. The Supergroup architecture is illustrated in Exhibit E.

4.10.6 **Multiple Tandem Access Interconnection**

4.10.6.1 AT&T Multiple Tandem Access (MTA) provides for LATA wide AT&T transport and termination of CLEC's-originated Local Traffic and ISP-bound Traffic transported by AT&T by establishing an interconnection trunk group at a AT&T access tandem with routing through multiple AT&T access tandems as required. CLEC must also establish an interconnection trunk group(s) at all AT&T access tandems where CLEC NXXs are homed as described in Section 4.2.1 above. If CLEC does not have NXXs homed at any particular AT&T access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T access tandem, CLEC can order MTA in each AT&T access tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate CLEC's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those AT&T access tandems where CLEC does not have an interconnection trunk group(s).

4.10.10 **Toll Free Traffic**

4.10.10.1 If CLEC chooses AT&T to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from AT&T's switches, all CLEC originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.10.2 CLEC may choose to perform its own Toll Free database queries from its switch. In such cases, CLEC will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the response from the database determines that the call is a AT&T local or intraLATA Toll Free call, CLEC will route the post-query local or IntraLATA converted ten-digit local number to AT&T over the local or intraLATA trunk group. If the response from the database determines that the is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, CLEC will route the post-query local or intraLATA converted ten-digit local number to AT&T over the Transit Traffic Trunk Group and CLEC shall provide to AT&T a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, CLEC will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to CLEC's network but that are connected to AT&T's access tandem.

4.10.10.3 All post-query Toll Free calls for which CLEC performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a AT&T access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using their local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks, to the extent required by, and in accordance with, applicable federal and state rules and regulations and as otherwise provided in this Agreement.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum,

to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where CLEC chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the CLEC switch and the AT&T Signaling Transfer Point (STP). AT&T will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the AT&T Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least Equal in Quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection “Equal in Quality” shall have the meaning accorded in Section 51.305(a)(3) of the FCC’s Rules, 47 C.F.R. § 51.305(a)(3).

5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6 Signaling

6.1 SS7 Signaling is AT&T’s preferred method for signaling. Where MF signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by AT&T, they will be provided in accordance with AT&T provisions of the applicable access tariff(s).

7. FORECASTING FOR TRUNK PROVISIONING

7.1 Within six (6) months after execution of this Agreement, CLEC shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within AT&T’s region. AT&T’s reciprocal trunking forecasts will be based upon information provided by CLEC in the initial forecast. If CLEC refuses to provide such information, AT&T shall provide reciprocal trunking forecasts based only on existing trunk group growth and AT&T’s annual estimated percentage of AT&T subscriber line growth. After the exchange of each Party’s forecast information, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section 7 shall be deemed “Confidential Information” under the General Terms and Conditions of this Agreement.

- 7.2 The Parties shall use best efforts to make the initial and semi-annual subsequent forecasts as accurate as possible based on reasonable engineering criteria. In addition, the Parties agree to proactively manage their interconnection trunking arrangements and use best efforts to timely notify each other if forecasted need quantities change or if a known or anticipated network event that may create a blocking situation is likely to occur during the time period between joint planning meetings. Joint planning meetings shall be conducted via conference call, unless mutual agreement is reached otherwise.
- 7.3 At a minimum, the joint forecast shall include the projected quantity of Transit Trunks, CLEC-to-AT&T one-way trunks (CLEC Trunks), AT&T-to-CLEC one-way trunks (Reciprocal Trunks) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.
- 7.4 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for CLEC location and AT&T location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 7.5 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts and act in good faith to plan for and provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted and AT&T shall not be responsible for a lack of interconnection trunks provided that best efforts and good faith have been exercised.
- 8. TRUNK UTILIZATION**
- 8.1 For the Reciprocal Trunk Groups that cannot overflow traffic to another trunk group (Reciprocal Final Trunk Groups), AT&T and CLEC shall monitor traffic on each interconnection Reciprocal Final Trunk Group that is ordered and installed. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within 180 days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 365 days of installation. Any Reciprocal Final Trunk Group not meeting

the minimum thresholds set forth in this Section 8 are defined as “Under-utilized” trunks. AT&T may disconnect any Under-utilized Reciprocal Final Trunk Groups and, for trunks not in excess of CLEC’s forecast, CLEC shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

- 8.1.1 AT&T’s CISC will notify CLEC of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated CLEC interface. CLEC will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which CLEC expects to need such trunks. AT&T’s CISC Project Manager and Circuit Capacity Manager will discuss the information with CLEC to determine if agreement can be reached on the number of Reciprocal Final Trunk Groups to be removed. If no agreement can be reached, AT&T will issue disconnect orders to CLEC. Notwithstanding any other provision to this Agreement, the Parties will disconnect the underutilized trunks no sooner than two (2) weeks after CLEC receives such disconnect orders, unless the parties mutually agree to do so sooner.
- 8.1.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 8.2 For the two-way trunk groups that cannot overflow traffic to another trunk group and other than alternate final trunk groups, AT&T and CLEC shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the installation of the AT&T two-way trunk or trunks, the trunks will be utilized at sixty percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section 8 are defined as “Under-utilized” trunks. AT&T will request the disconnection of any Under-utilized two-way trunk(s) and, for trunks not in excess of CLEC’s forecast, CLEC shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.
- 8.2.1 AT&T’s LISC will notify CLEC of any under-utilized two-way trunk groups and the number of trunks that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated CLEC interface. CLEC will provide concurrence with the disconnection in seven (7)

(30) days advance notification of scheduled maintenance activity. Upon such notice, CLEC may submit a reasonable request for additional information relevant to the scheduled maintenance activity and AT&T shall provide such information to the extent the scheduled maintenance activity may impact NewSouth and such information is reasonably necessary for CLEC to identify and analyze potential risks associated with such maintenance.

- 9.5 AT&T will use best efforts to provide CLEC’s Network Operations Center with at least thirty (30) days advance, written notice when translations are scheduled to be modified on CLEC’s trunk groups.
- 9.6 Once CLEC determines that there is an outage that encompasses either a particular section of the network or the whole network, then CLEC shall generate a trouble ticket to the CISC. After issuing the trouble ticket, CLEC will notify the appropriate AT&T representative in the CISC via telephone. CLEC may then send an email confirmation to such AT&T representative. AT&T will work cooperatively with CLEC to determine the appropriate steps to resolve such outage. Additionally, CLEC will provide AT&T with any applicable information that is necessary to resolve such outage and the Parties will work cooperatively to take all steps necessary to resolve the outage.
- 9.7 A “Global Outage” is an outage as defined as set forth in 47 CFR § 63.100, including but not limited to trunk group outages. AT&T will provide initial notification to CLEC of a Global Outage in accordance with AT&T’s Operational Understanding Guide. Subsequent to the initial notification of a Global Outage, CLEC may contact the CISC via normal procedures (e.g., electronic mail, phone, etc.) to request further information, including but not limited to the method used to restore service and steps taken to prevent the recurrence of the incident. AT&T will provide such information in a written report to CLEC as soon as such information is available to AT&T and no later than thirty (30) days following the Global Outage. The aforementioned written report shall include the following information where available:
- Reporting Carrier
 - Date Of Incident
 - Time Of Incident
 - Geographic Area Affected
 - Types Of Services Affected
 - Outage Duration

- Background Of The Incident
- Direct Cause
- Root Cause
- Methods Used To Restore Service
- Steps Taken To Prevent Recurrence Of The Incident

10. COMPENSATION FOR CALL TRANSPORT AND TERMINATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC

10.1 AT&T has offered to exchange Local Traffic and ISP-Bound Traffic pursuant to the terms and conditions for the FCC’s interim ISP terminating compensation plan of the FCC’s Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) (“FCC ISP Compensation Order”) which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002) in the State of Florida.

10.1.1 Intercarrier Compensation for Local and ISP-Bound Traffic:

- 10.1.1.1 The rates, terms and conditions in this Section 10.1 apply to the termination of all Local and ISP-Bound Traffic as defined in this Attachment.
- 10.1.1.2 The Parties agree to compensate each other for the transport and termination of all Local and ISP-Bound Traffic on a MOU basis per the Pricing Schedule.
- 10.1.1.3 Payment of Intercarrier Compensation on Local and ISP-Bound Traffic will not vary according to whether the traffic is routed through a Tandem Switch or directly to an End Office Switch.

10.2 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in this Attachment and to Multiple Tandem Access as described in this Attachment.

10.3 Neither Party shall represent Switched Access Traffic, as defined in this Attachment, as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

10.4 If CLEC assigns NPA/NXXs to specific AT&T rate centers within the LATA and assigns numbers from those NPA/NXXs to CLEC Customers physically located outside of that LATA, AT&T originated traffic that is not bound for an Internet Service Provider (ISP) and originates from within the LATA where the NPA/NXXs are assigned and is delivered to a CLEC's customer physically located outside of such LATA shall not be deemed Local Traffic. Further, CLEC agrees to identify such traffic to AT&T, to the extent technically feasible, and to compensate AT&T for originating and transporting such non-local traffic to CLEC at AT&T's switched access tariff rates.

10.4.1 Intentionally Left Blank

10.5 Jurisdictional Reporting

10.5.1 Percent Local Usage. Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of Local/ISP-Bound minutes to be billed to the other Party. Local and ISP-bound Traffic shall be treated as Local for purposes of calculating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide, posted on AT&T's CLEC Online web site.

10.5.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide, set forth on AT&T's CLEC Online web site.

10.5.3 Percent Interstate Usage. Each Party shall report to the other a Percent Interstate Usage (PIU) factor. Requirements associated with PIU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide, set forth on AT&T's CLEC Online web site.

10.5.4 Application of Factors. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of Call Transport and Termination consistent with Section 3.3 of this Attachment.

10.5.5 Factors on file with AT&T as of the Effective Date of this Agreement shall remain in place until such time as they are replaced by CLEC in accordance with this Attachment, or replaced in accordance with Section 10.5.6 of this Attachment 3.

- 10.5.6 In Lieu of Jurisdictional Factors Reported. Notwithstanding the provisions in Sections 10.5.1, 10.5.2, and 10.5.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information may, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors, in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least thirty (30) days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data.
- 10.5.7 Upon the request of the originating Party, the terminating Party shall provide supporting data for the jurisdictional factors proposed by the terminating Party to be used in lieu of those reported by the originating Party. The originating Party shall have thirty (30) days to consent or object to the proposed replacement of reported factors. If the originating Party consents or fails to respond within thirty (30) days, the terminating Party may proceed with the replacement of factors effective at the beginning of the calendar quarter. If the originating Party objects to the proposed replacement of reported factors, the Parties shall proceed as set forth below.
- 10.5.8 Upon either Party's request, the Parties will work in good faith to resolve the discrepancy between the factors submitted by the originating party and those proposed by the terminating party pursuant to Section 10.5.6 above. In the event that the Parties are unable to mutually agree as to the appropriate resolution, the Parties may negotiate a mutually agreeable resolution based on the data specific to the traffic patterns of the originating party or either Party may request an audit of the factors in accordance with Section 10.5.9 below. In the event that negotiations and audits fail to resolve disputes between the parties, either Party may seek Dispute Resolution as set forth in the General Terms and Conditions. While such a dispute is pending, factors reported by the originating Party shall remain in place, unless the Parties mutually agree otherwise
- 10.5.9 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the jurisdictional reporting factors as reported or utilized pursuant to this Attachment 3 to ensure the proper billing of traffic. AT&T and CLEC shall retain records of call detail for a minimum of nine months from which the jurisdictional reporting factors can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. The Parties shall use commercially reasonable efforts to complete audits in as timely a manner as possible. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The jurisdictional reporting factors shall be adjusted based upon the audit results and shall apply for the

quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two (2) quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated jurisdictional reporting factors by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit

- 10.6 **Compensation for 8XX Traffic**
- 10.6.1 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as applicable, as set forth in the providing Party’s tariff, as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.
- 10.6.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 10.6.3 8XX Access Toll Free Dialing Ten Digit Screening (TFD). AT&T’s provision of TFD to CLEC requires interconnection from CLEC to AT&T’s 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to AT&T’s Common Channel Signaling Interconnection Guidelines and Telcordia’s CCS Network Interface Specification document, TR-TSV-000905. CLEC shall establish SS7 interconnection at the AT&T Local Signal Transfer Points serving the AT&T 8XX SCPs that CLEC desires to query. The terms and conditions for 8XX TFD are set out in AT&T’s Intrastate Access Services Tariff.
- 10.7 Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 800/877/888), and 900 access services. Switched Access Traffic does not include Local Traffic and ISP-Bound Traffic originated by one (1) Party and terminated by the other. The Parties have been unable to agree as to whether “Voice-Over-Internet Protocol” transmissions (VOIP) which cross LATA boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party’s position as to the jurisdictional nature of VOIP, the Parties agree to amend this Agreement in accordance with the General Terms and Conditions of this Agreement to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any.
- 10.7.1 If the AT&T customer chooses CLEC as their presubscribed interexchange carrier, or if the AT&T customer uses CLEC as an interexchange carrier on a

101XXXX basis, AT&T will charge CLEC the appropriate AT&T tariff charges for originating switched access services.

- 10.7.2 Where the originating Party delivers Switched Access Traffic to the terminating Party, the originating Party will pay the terminating Party terminating switched access charges as set forth in the providing Party's tariff, as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.
- 10.7.3 When one (1) Party's end office switch, subtending the other Party's Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing the other Party's facilities, or via the other Party's tandem switch, each Party will provide its own access services to the IXC and bill on a Multi-Bill, Single-tariff meet-point basis. The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing (MPB) arrangement, including MPB percentages. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carriers Ordering and Design (MECOD) guidelines to establish meet point billing for all applicable traffic. . Thirty (30)-day billing periods will be employed for these arrangements. The Parties agree that AT&T will bill IXCs for originating and terminating access charges from AT&T recordings when AT&T has direct connections with IXCs via AT&T's access tandem. AT&T will pass EMI records to CLEC when AT&T is the Official Recording Company. The Parties also agree that AT&T and CLEC will exchange EMI records when each is acting as the Official Recording Company and the CLEC is the access tandem company with direct connections to IXCs. The Official Recording Company agrees to provide the Non-Recording company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date where technically feasible. Each company will notify the other when it determines that it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change, data reporting requirements may be modified as necessary, by mutual agreement of the Parties or per a change in industry standards.
- 10.7.4 Each Company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data. Each Company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third

party handling the data. If such reconstruction is not possible, each company shall accept a reasonable estimate of the lost data, based on no less than three (3) and no more than twelve (12) consecutive months of prior usage data

- 10.7.5 Each Company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 10.7.6 Information shall be passed or exchanged in a mutually acceptable file transfer protocol. Where EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 10.7.7 Meet Point Billing shall apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g. 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).
- 10.7.7.1 CLEC will pay the database query charge set forth in the AT&T intrastate or interstate access services Tariff.
- 10.7.8 Each Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate Switched Access Traffic Services in sufficient detail to permit the other Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof. In the absence of mutual agreement otherwise, the Audit provisions set forth in Section 10.5.9 of this Attachment shall govern.

10.8 Transit Traffic

- 10.8.1 Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. Rates for Local Transit Traffic and ISP-Bound Transit Traffic are as set forth in the Pricing Schedule to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Party's Commission approved Interstate or Intrastate Switched Access tariffs as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines.
- 10.8.2 Traffic between CLEC and Wireless Type 1 third parties or a third party CLEC utilizing AT&T wholesale local switching (including resellers and providers using AT&T wholesale local switching) shall not be treated as Transit Traffic

from a routing or billing perspective. Traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing BellSouth switching (including resellers and providers using AT&T wholesale switching) shall be treated as AT&T-originated traffic and AT&T shall compensate CLEC for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.

- 10.8.3 Traffic between CLEC and Wireless Type 2A third parties shall not be treated as Transit Traffic from a routing or billing perspective until AT&T and the Wireless Type 2A carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time, such traffic originated by Wireless Type 2A third parties shall be treated as AT&T-originated traffic and AT&T shall compensate CLEC for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.
- 10.8.4 Traffic between AT&T and Wireless Type 1 third parties or a third party CLEC utilizing CLEC switching shall not be treated as Transit Traffic from a routing or billing perspective. Such traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing CLEC switching shall be treated as CLEC-originated traffic and CLEC shall compensate AT&T for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.
- 10.8.5 Traffic between AT&T and Wireless Type 2A third parties shall not be treated as Transit Traffic from a routing or billing perspective until CLEC and the Wireless Type 2A carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time, such traffic originated by Wireless Type 2A third parties shall be treated as CLEC-originated traffic and CLEC shall compensate AT&T for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.
- 10.8.6 AT&T agrees to deliver Transit Traffic originated by CLEC to the terminating carrier; provided, however, that CLEC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to CLEC for transiting CLEC-originated or terminated Transit Traffic. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of Transit Traffic originated by CLEC, CLEC shall reimburse AT&T for all charges paid by AT&T at a rate no greater than the rate applicable to AT&T for the same type of traffic, provided that AT&T notifies and, upon request, provides CLEC

with a copy of such an invoice, if available, or other equivalent supporting documentation (if an invoice is not available), and proof of payment and other applicable supporting documentation. AT&T will provide such notice and information in a timely, reasonable and nondiscriminatory manner. AT&T shall diligently review, dispute and pay such third party invoices (or equivalent) in a manner that is at parity with its own practices for reviewing, disputing and paying such invoices (or equivalent) when no similar reimbursement provision applies. Notwithstanding the foregoing, if AT&T executes a settlement agreement with a third party after the Effective Date of this Agreement that changes the charges AT&T shall pay for the delivery of traffic to said third party, such new rate shall not be applied to CLEC Transit Traffic originated by CLEC prior to the effective date of such settlement agreement. With respect to such settlement agreements, CLEC's reimbursement obligations shall be at a rate no greater than the rate applicable to AT&T for the same type of traffic. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this Section 10.8 shall be pursuant to MECAB procedures.

10.8.7 Except for as provided in Sections 10.8.2, 10.8.3, 10.8.4, and 10.8.5, transit charges as described in this Attachment shall only be assessed on the carrier originating Transit Traffic and shall not be assessed on the terminating carrier.

10.8.8 Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier.

10.9 **Records Exchange and Misrouting of Traffic**

10.9.1 **Misrouted Traffic**

10.9.2 The Parties shall route traffic to each other in a manner consistent with the Trunk Group Architectures selected by the Parties and as set forth in Section 4 of this Attachment 3, except as otherwise set forth in this Agreement (e.g., overflow) or in instances where a third party causes either Party to route traffic in a manner that is inconsistent with this Attachment.

10.9.3 In instances of misrouting, either Party may request that the Parties investigate, identify the cause of, and correct misrouting to the extent technically and economically feasible.

10.9.4 In the event that misrouting results in either Party's inability to bill or collect revenues from a third party and the Parties disagree as to the liability of the other Party for such revenues, then either Party may pursue the Dispute Resolution procedures set forth in this Agreement.

10.9.5 **Records Exchange**

10.9.5.1 Where feasible and appropriate, the Parties will generate and exchange all available messages for the purpose of billing third parties, including but not limited to CMRS providers and other LECs.

11 BASIC 911 AND E911 INTERCONNECTION

11.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

11.2 Basic 911 Interconnection. AT&T will provide to CLEC a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. CLEC will be required to arrange to accept 911 calls from its customers in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by AT&T. CLEC will be required to route the call to the appropriate PSAP. When a municipality converts to E911 service, CLEC will be required to begin using E911 procedures.

11.3 E911 Interconnection. CLEC shall install a minimum of two (2) dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing that will deliver ANI with the voice portion of the call. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. CLEC will be required to provide AT&T daily updates to the E911 database. CLEC will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by AT&T. If the E911 tandem trunks are not available, CLEC will be required to route the call to a designated seven (7)-digit or ten (10)-digit local number residing in the appropriate PSAP. This call will be transported over AT&T's interoffice network and will not carry the ANI of the calling party. CLEC shall be responsible for providing AT&T with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its Customers.

11.4 Rates. Recurring and nonrecurring rates associated with trunk groups for 911 service are as set forth in Section 3.3.1 of this Attachment.

11.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, which can be found at http://wholesale.att.com/reference_library/guides/e911/gcuge001/gcuge001.pdf

12. Other Telecommunications Traffic:

12.1 The terms of this Attachment are not applicable to interstate or intrastate Exchange Access traffic. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

12.2 FX services are retail service offerings purchased by FX End Users which allow such FX End Users to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular End Users to avoid what might otherwise be toll calls between the FX End User's physical location and End Users in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing points that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone with the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as FGA calls, and are subject to the originating and terminating carriers' tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service ("FX Traffic").

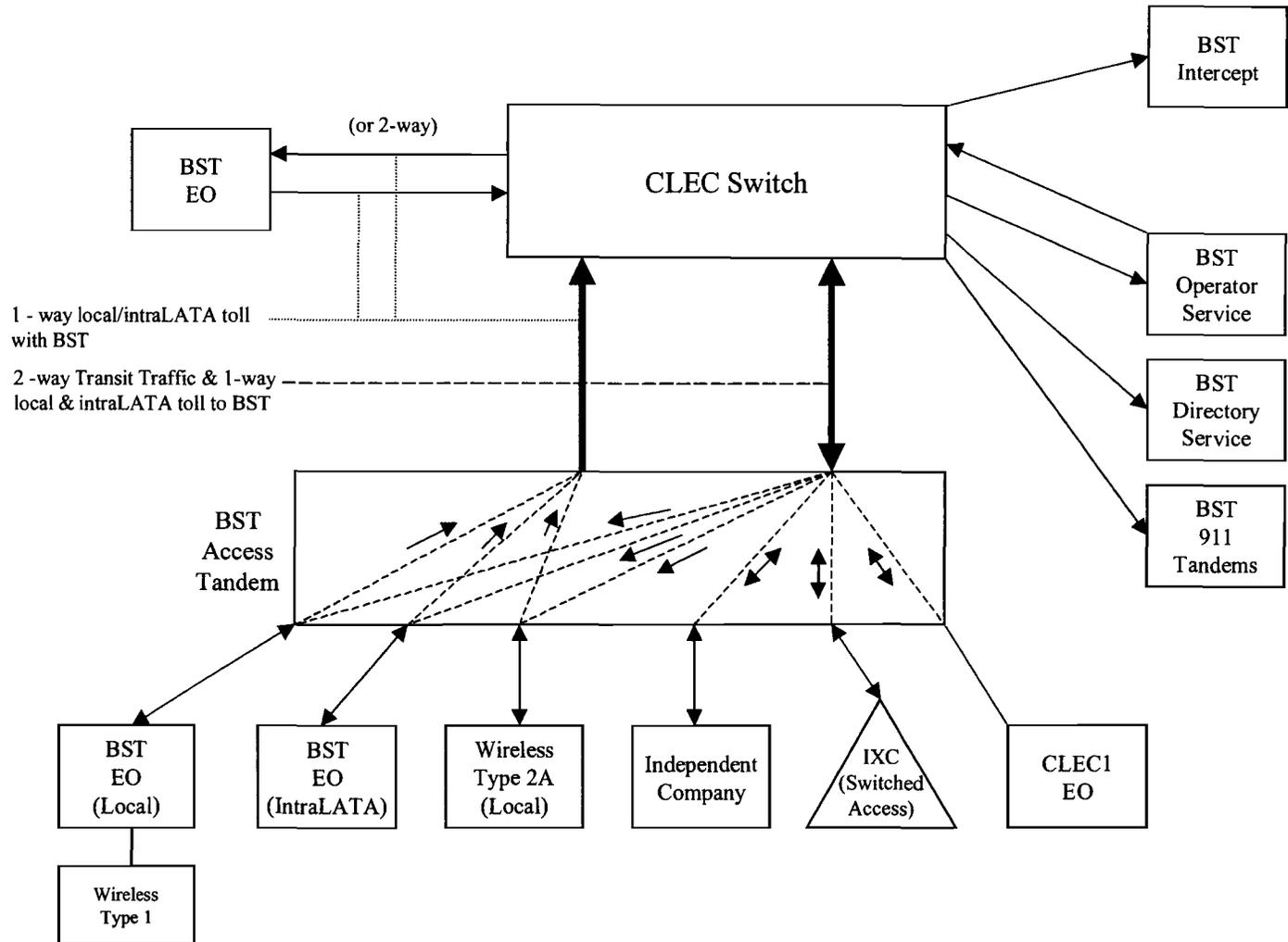
12.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service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

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

including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access service tariff.

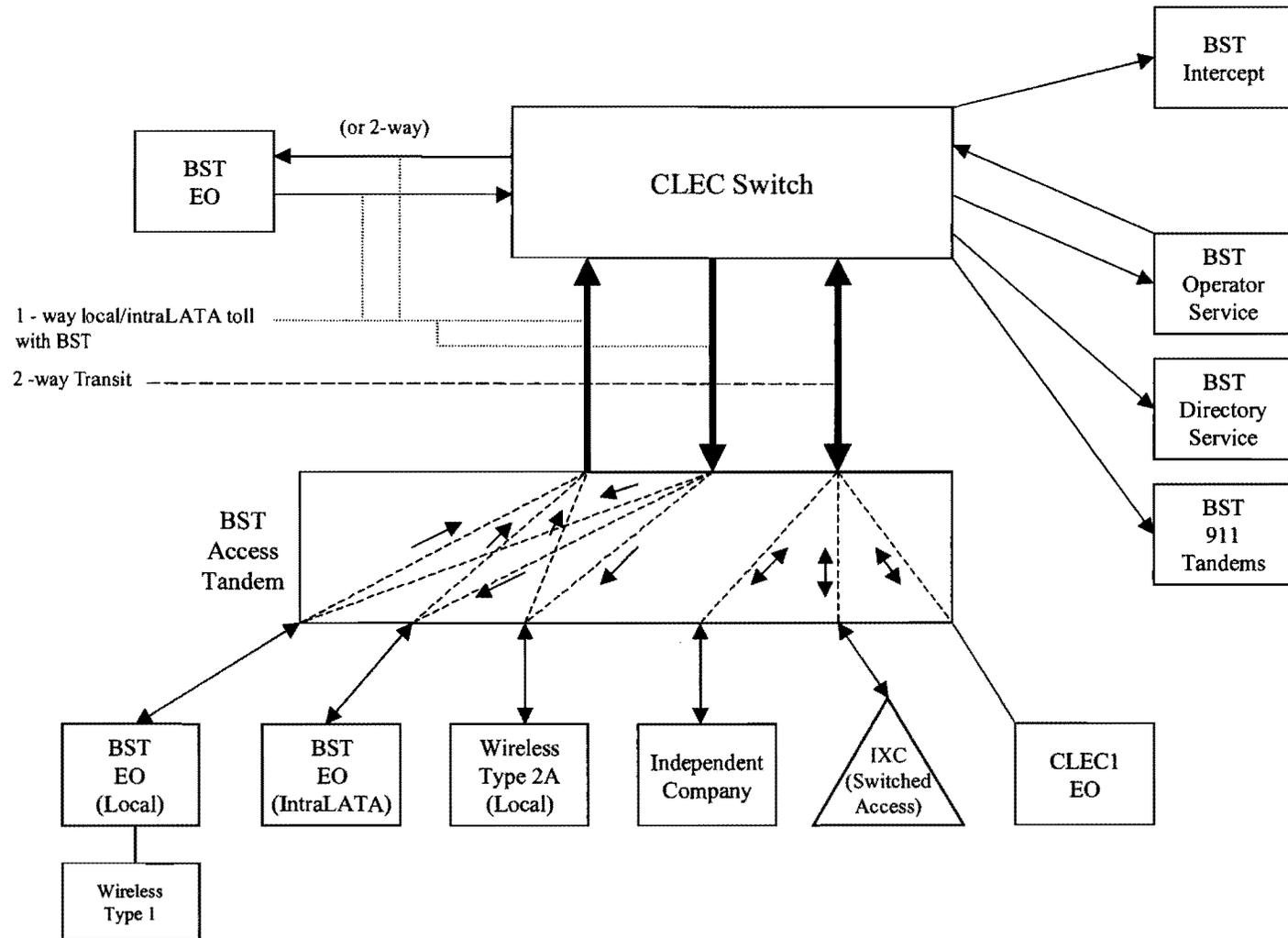
Basic Architecture

Exhibit B



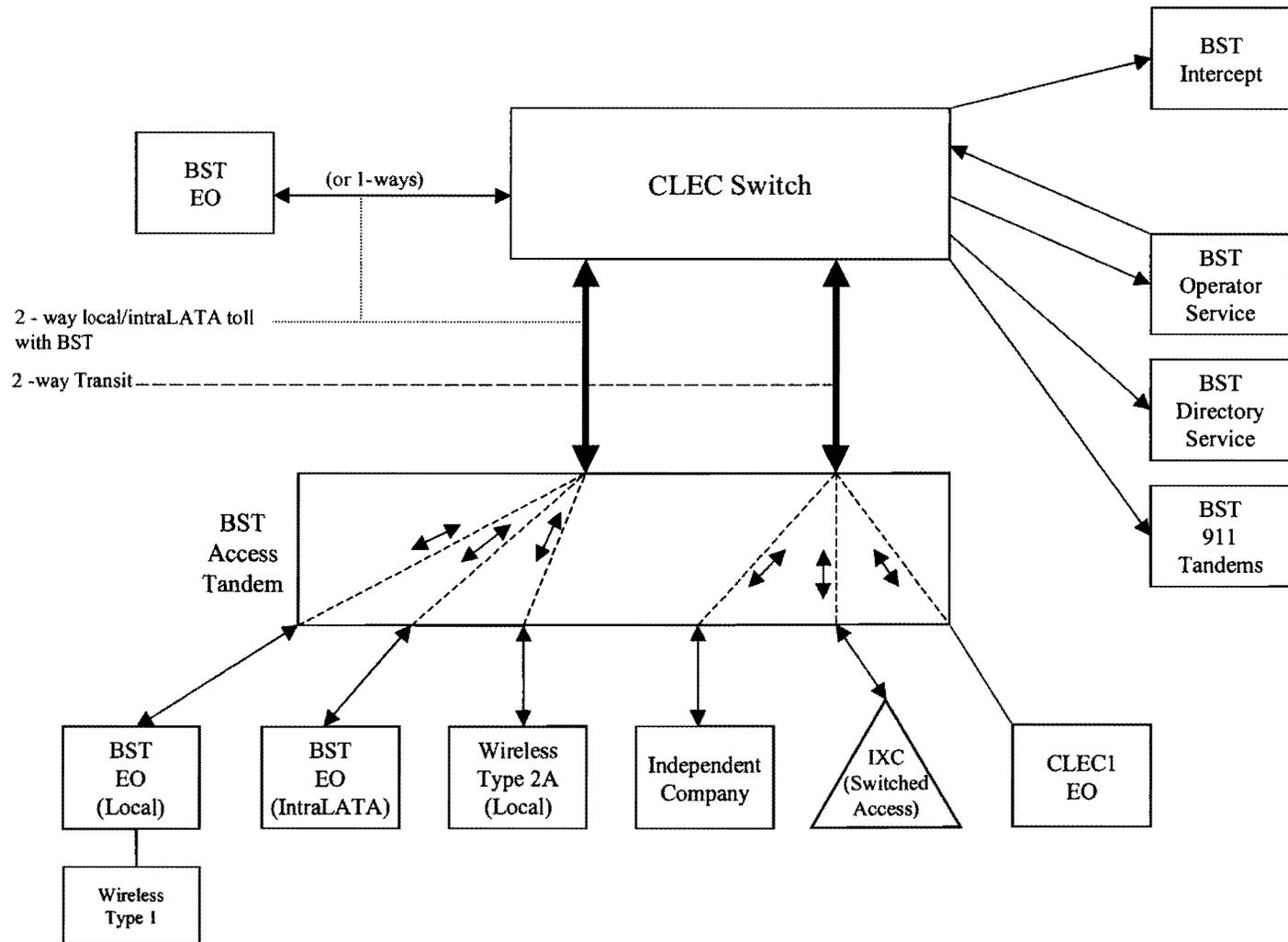
One-Way Architecture

Exhibit C

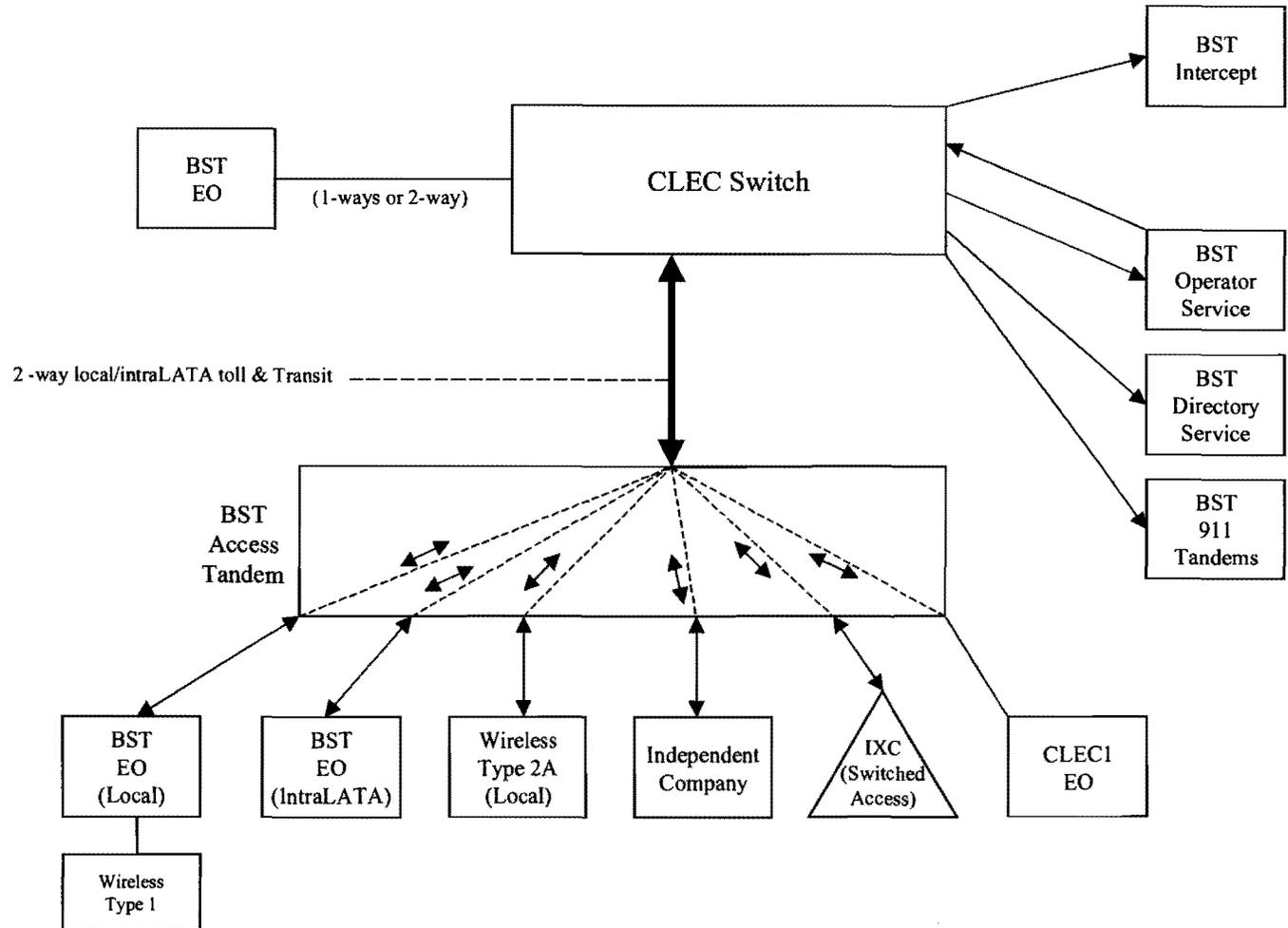


Two-Way Architecture

Exhibit D



Supergroup Architecture



Attachment 4

Collocation

AT&T
COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when CLEC is collocated as a sole occupant or as a Host within a AT&T premises location pursuant to this Attachment. AT&T premises include AT&T Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by AT&T that house its network facilities; all structures that house AT&T facilities on public rights-of-ways, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by AT&T that is adjacent to AT&T's Central Offices, Serving Wire Centers, buildings and structures (hereinafter "Premises"). AT&T Remote Site Locations ("Remote Site Locations") include cabinets, huts and controlled environmental vaults owned or leased by AT&T that house AT&T Network Facilities. If the Premises occupied by AT&T is leased by AT&T from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment. AT&T will inform CLEC if a Premises is leased when special considerations and/or intervals may be applicable.
- 1.2 If AT&T provides collocation to other telecommunications carriers, or to a AT&T Affiliate, AT&T will provide the same collocation to CLEC at rates, terms and conditions no less favorable to CLEC than those provided by AT&T to other telecommunications carriers, or to a AT&T Affiliate.
- 1.3 Right to Occupy. AT&T shall offer to CLEC collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and in full compliance with the rules and orders of the FCC and the Commission. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, AT&T will allow CLEC to occupy a certain area designated by AT&T within a Premises or on AT&T property upon which the Premises is located of a size which is specified by CLEC and agreed to by AT&T (hereinafter "Collocation Space", or "Remote Site Collocation Space"). To the extent not contained herein, the necessary rates, terms and conditions for collocation at Premises, as defined by the FCC above, shall be negotiated upon reasonable request for collocation at such Premises.
- 1.4 **Space Reservation**
- 1.4.1 Neither AT&T nor any of AT&T's Affiliates may reserve space for future use on more preferential terms than those set forth in Sections 1.4.2 and 1.4.3 of this Attachment.

- 1.4.2 In all states other than Florida, the size, or rack/bay(s) in a Remote Site Location, specified by CLEC may contemplate a request for space sufficient to accommodate CLEC's growth within a twenty-four (24) month period.
- 1.4.3 In the state of Florida, the size, or rack/bay(s) in a Remote Site Location, specified by CLEC may contemplate a request for space sufficient to accommodate CLEC's growth within an eighteen (18) month period.
- 1.5 **Space Allocation.** AT&T shall use best efforts to accommodate CLEC's requested preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, AT&T shall not (a) materially increase CLEC's cost or materially delay CLEC's occupation and use of the Collocation Space, (b) assign Collocation Space that will impair the quality of service or otherwise limit the service CLEC wishes to offer, (c) reduce unreasonably the total space available for physical collocation at a Premise, or preclude unreasonably physical collocation within the Premises. Consistent with the foregoing, AT&T shall assign CLEC collocation space within Premises that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by AT&T or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. AT&T may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.6 **Space Reclamation.** In the event of space exhaust within a Premises, AT&T may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. CLEC will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.7 **Virtual Collocation Space Reservation.** AT&T shall relinquish any space held for future use before denying a request for virtual collocation on the grounds of space limitations, unless AT&T proves to the Commission that virtual collocation at that point is not technically feasible.
- 1.8 **Use of Space.** CLEC shall use the Collocation Space for the purposes of installing, maintaining and operating CLEC's equipment (to include testing and monitoring equipment) necessary for interconnection or for accessing unbundled network elements in accordance with the Act and FCC and Commission rules.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations.

- 1.10 Service Coordination. The Parties shall coordinate, where necessary, to ensure that the Collocation Space is provisioned in accordance with the specifications submitted by CLEC in its Application, as affirmed by the Bona Fide Firm Order (“BFFO”) or as jointly amended thereafter. AT&T will provide the necessary infrastructure to support CLEC’s request(s) pursuant to this Agreement.
- 2. Space Availability Report**
- 2.1 Upon request from CLEC and at the CLEC’s expense, AT&T will provide a written report (“Space Availability Report”) describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures AT&T is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by CLEC.
- 2.1.1 The request from CLEC for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide (“LERG”) and Common Language Location Identification (“CLLI”) code of the Premises. CLLI code information is located in the National Exchange Carrier Association (“NECA”) Tariff FCC No. 4.
- 2.1.1.1 If CLEC is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, CLEC may request the CLLI code from AT&T. To obtain a CLLI code for a Remote Site Location directly from AT&T, CLEC should submit to AT&T a Remote Site Interconnection Request (“the Request”) for the Serving Wire Center CLLI code prior to submitting its request for a Space Availability Report. CLEC should complete all the requested information and submit the Request to AT&T. AT&T will bill the applicable fee as set forth in the Pricing Schedule.
- 2.1.2 AT&T will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. If AT&T cannot meet the ten (10) calendar day response time, AT&T shall notify CLEC and inform CLEC of the timeframe under which it can respond.
- 2.2 Remote Site Information. Upon written request, AT&T will provide CLEC with the following information concerning AT&T’s remote sites: (i) the address of the remote site; (ii) the CLLI code of the remote site; (iii) the carrier serving area of the remote site; (iv) the designation of which remote sites subtend a particular central office; and (v) the number and address of customers that are served by a particular remote site.

- 2.3 AT&T will provide this information on a first come, first served basis within thirty (30) calendar days of CLEC's request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in AT&T's systems; (ii) the information will only be provided for each serving wire center designated by CLEC, up to a maximum of thirty (30) wire centers per CLEC request per month per state, and up to a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) CLEC agrees to pay the cost as set forth in the Pricing Schedule.

3. Collocation Options

- 3.1 **Cageless.** AT&T shall allow CLEC to collocate CLEC's equipment and facilities without requiring the construction of a cage or similar structure. AT&T shall allow CLEC to have direct access to CLEC's equipment and facilities in accordance with Section 5.19 below. AT&T shall make cageless collocation available in single rack/bay increments. Except where CLEC's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 **Caged.** AT&T will make caged collocation available in fifty (50) square foot increments, which should be sufficient enough, to collocate a single rack/bay of equipment. At CLEC's expense, CLEC will arrange with a Supplier certified by AT&T ("AT&T Certified Supplier") to construct a collocation arrangement enclosure in accordance with AT&T's reasonable and nondiscriminatory Technical References ("TRs") ("Specifications"), where technically feasible as that term has been defined by the FCC, prior to starting equipment installation. AT&T will provide Specifications to its AT&T Certified Suppliers. Where local building codes require enclosure specifications more stringent than AT&T's enclosure Specifications, CLEC and CLEC's AT&T Certified Supplier must comply with the more stringent local building code requirements. CLEC's AT&T Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. AT&T shall cooperate with CLEC and provide, at CLEC's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for CLEC's AT&T Certified Supplier to obtain the zoning, permits and/or other licenses. CLEC's AT&T Certified Supplier shall bill CLEC directly for all work performed for CLEC pursuant to this Attachment. AT&T shall have no liability for, nor responsibility to pay, such charges imposed by CLEC's AT&T Certified Supplier. Upon request, AT&T shall construct the enclosure for CLEC.

- 3.2.1 AT&T may elect to review CLEC's plans and specifications prior to allowing construction to start, to ensure compliance with AT&T's Specifications. AT&T will notify CLEC of its desire to execute this review in AT&T's response to the Initial Application, if CLEC has indicated its desire to construct its own enclosure. If CLEC's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. AT&T shall complete its review within fifteen (15) calendar days after the receipt of CLEC's plans and specifications. Regardless of whether or not AT&T elects to review CLEC's plans and specifications, AT&T reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to CLEC's submitted plans and specifications and/or AT&T's Specifications, as applicable. If AT&T decides to inspect the constructed Collocation Space, AT&T will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from CLEC. AT&T may require CLEC to remove or correct within seven (7) calendar days, at CLEC's expense, any structure that materially deviates from CLEC's plans and specifications or AT&T's Specifications, if applicable. If CLEC requests AT&T to construct the enclosure or do any other work, CLEC reserves the right to inspect the enclosure or work performed by AT&T and review any plans or specifications related to the same.
- 3.3 Shared Caged Collocation. CLEC may allow other telecommunications carriers to share CLEC's caged collocation arrangement, where technically feasible as that term has been defined by the FCC, pursuant to the terms and conditions agreed to by CLEC ("Host") and the other telecommunications carriers ("Guests") pursuant to this Section, except where the Premises is located within a leased space and AT&T is prohibited by said lease from offering such an option to CLEC or is located on property for which AT&T holds an easement and such easement does not permit such an option for a Remote Site Location. AT&T shall be notified in writing by CLEC upon the execution of any agreement between the Host and its Guest(s) prior to the submission of any application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between AT&T and CLEC.
- 3.3.1 CLEC, as the Host, shall be the sole interface and responsible Party to AT&T for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. AT&T shall provide CLEC with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. AT&T will not allocate less than one (1) rack/bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay within a Remote Site Location, AT&T will not prorate the cost of the bay. In all other states than Florida, and in addition to the above, CLEC shall be the responsible party to AT&T for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In

Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation ("ACNA"), provided that Guest secures permission from CLEC to use CLEC's ACNA and password. A separate Guest application shall result in the assessment of a Remote Site Application Fee, an Initial Application Fee or a Subsequent Application Fee, as set forth in the Pricing Schedule, which will be billed to the Host on the date that AT&T provides its written response to the Guest(s) Bona Fide Application ("Application Response").

- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to AT&T to request the provisioning of interconnecting facilities between AT&T and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with AT&T.
- 3.3.3 CLEC shall indemnify and hold harmless AT&T from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLEC's Guest(s) in the Collocation Space, except to the extent caused by AT&T's, its employees' or agents' negligence, gross negligence, or willful misconduct.
- 3.3.4 In making shared caged arrangements available, whether or not CLEC serves as Host, AT&T may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a shared arrangement of similar dimensions and material to a single collocating party.
- 3.4 Shared Remote Site Cageless Collocation. Subject to the requirements set forth in Section 3.3 above, to the extent AT&T is permitted to offer shared collocation at Remote Site locations by property or easement owners, AT&T will permit shared cageless collocation at such locations, where technically feasible, and space is available.
- 3.5 Adjacent On-Site Collocation. Subject to technical feasibility and space availability, AT&T will permit a Central Office adjacent collocation arrangement ("Adjacent Arrangement") on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by CLEC and must be in conformance with reasonable and nondiscriminatory provisions of AT&T's design and construction Specifications. Further, CLEC shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the applicable rates, terms and conditions set forth in this Attachment. Additional rates, where applicable, shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.

- 3.5.1 If CLEC requests Adjacent Collocation, pursuant to the conditions stated in Section 3.5 above, CLEC must arrange with a AT&T Certified Supplier to construct the Adjacent Arrangement structure in accordance with AT&T's Specifications. AT&T will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than AT&T's Specifications, CLEC and CLEC's AT&T Certified Supplier must comply with the more stringent local building code requirements. CLEC's AT&T Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC's AT&T Certified Supplier shall bill CLEC directly for all work performed for CLEC pursuant to this Attachment. AT&T shall have no liability for, nor responsibility to pay, such charges imposed by CLEC's AT&T Certified Supplier.
- 3.5.2 CLEC must submit its Adjacent Arrangement construction plans and specifications to AT&T when it places its Firm Order. AT&T shall review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure CLEC's compliance with AT&T's Specifications. AT&T shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from CLEC for the Adjacent Arrangement. AT&T may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to CLEC's submitted plans and specifications. If AT&T decides to inspect the completed Adjacent Arrangement, AT&T will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from CLEC. AT&T may require CLEC to remove or correct within seven (7) calendar days at CLEC's expense, any structure that materially deviates from its submitted plans and specifications or AT&T's Specifications, if applicable.
- 3.5.3 CLEC shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the AT&T point of demarcation. At CLEC's option, and where the local authority having jurisdiction permits, AT&T shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, AT&T will provide DC power, to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing that complies with the pricing standards of Sections 251 and 252 of the Act. CLEC's AT&T Certified Supplier shall be responsible, at CLEC's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. AT&T shall allow shared use of the Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 above.
- 3.5.4 In the event that interior space in a AT&T Premises becomes available, and subject to the provisions of Section 6.6 of this Attachment, CLEC may, at its option, relocate its equipment from an adjacent facility into the interior space subject to the rates, terms and conditions of this Attachment 4.

- 3.6 Other Physical Collocation Arrangements. AT&T will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, CLEC, is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.
- 3.7 Virtual Collocation. Virtual Collocation will be made available according to the terms and conditions described in AT&T's FCC Tariff for all states except Florida, which will be made available pursuant to the terms and conditions contained in the Florida Access Tariff. AT&T shall provide Virtual Collocation at the rates set forth in the Pricing Schedule. If there are any inconsistencies between AT&T's FCC Access Tariff No. 1 or the Florida Access Tariff, and this Agreement, the rates, terms, and conditions of this Agreement shall control.
- 3.7.1 Virtual Collocation would occur when CLEC provides and leases to AT&T its transmission and other collocation equipment dedicated to CLEC's use. CLEC will be responsible for monitoring and controlling CLEC's circuits terminating at AT&T's Premises. Once space preparation is complete, and upon CLEC's request, CLEC shall contract with a AT&T Certified Supplier to install all equipment and facilities in accordance with AT&T's guidelines and Specifications. CLEC shall be responsible for all costs of the AT&T Certified Supplier's installation of CLEC's virtual collocation arrangement. CLEC shall be responsible for all engineering associated with the installation and the provision of the equipment, necessary supplies and related documentation related to provisioning CLEC's virtual collocation space. AT&T will maintain and repair such equipment under the same intervals and with the same or better failure rates for performance of similar functions for comparable AT&T equipment. Maintenance may include the change out of electronic cards provided by CLEC.
- 3.7.2 CLEC may purchase the equipment from a third party, and is not required to purchase the equipment from AT&T.
- 3.7.3 AT&T will make available digital, analog and fiber cross connects for Virtual Collocation at the rates contained in the Pricing Schedule.
- 3.8 Remote Site Collocation. Remote Site Collocation is the placement of CLEC owned facilities and equipment in AT&T remote sites. Equipment ownership, maintenance and insurance are the responsibility of the CLEC or their approved agent. The minimum amount of a Remote Site Collocation arrangement is one bay/rack.
- 3.8.1 For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to the

generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Sections 3.8.2 and 3.8.3 following.

- 3.8.2 CLEC may elect to connect to a feeder line by submitting a service inquiry for that UNE to the Complex Resale Support Group, as follows:
 - 3.8.2.1 connection to a AT&T feeder line (when technically feasible) is achieved via cross connects located near the AT&T equipment inside the Remote Site Location. In this case, the point of demarcation is the DSX, feeder distribution interface, or LGX panel in the Remote Site Location.
 - 3.8.2.2 connection of the CLEC owned or leased entrance facilities into the Remote Site Collocation Space from CLEC's own point of presence is permitted. However, AT&T will designate the point of entrance at the Remote Site location housing the collocation space, so that it is physically accessible to both Parties.
- 3.8.3 Distribution lines will be accessed through CLEC's provision of a copper cable through a conduit from the Remote Site collocation space to the feeder distribution interface of sufficient length for splicing. AT&T will splice this cable to the distribution cable at the feeder distribution interface in 8-pair increments.
- 3.8.4 Virtual Collocation in the Remote Site. Virtual Collocation provides for the placement of CLEC owned equipment and facilities in a AT&T Remote Site. The minimum amount of space offered for a virtual collocation arrangement is one rack/bay. AT&T will lease CLEC's entrance fiber or cable (to include copper) cabling and equipment for the nominal fee of one dollar. CLEC's certified supplier will install the equipment in the rack/bay. AT&T will then be responsible for performing all installation, maintenance and repair of the Virtual in the Remote Site plug-ins, when CLEC requests such work via a Service Order or Maintenance ticket.
- 3.9 Cross Connect. A cross connect purchased pursuant to this Attachment shall connect the demarcation point associated with CLEC's collocation arrangement to the UNES purchased by CLEC pursuant to Attachment 2 hereof or the interconnection facilities purchased by CLEC pursuant to Attachment 3 hereof.
- 3.10 Co-Carrier Cross Connect ("CCXC"). CCXCs are cross connects between CLEC and another collocated telecommunications carrier other than AT&T in the same Premises. Where technically feasible, AT&T will permit CLEC to interconnect directly between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises via CCXCs and the associated cabling necessary to complete the interconnection consistent with FCC Rule 51.323. Both CLEC's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXCs. AT&T applicable charges will be imposed on the requesting telecommunications carrier.

CLEC is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

- 3.10.1 CLEC may provision the CCXC using its own technicians, if certified as a AT&T Certified Supplier, or contract with a AT&T Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned or leased by CLEC. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark). In cases where CLEC's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, CLEC may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs, etc.) between the equipment of both collocated telecommunication carriers and construct a dedicated cable support structure, if needed, between the two (2) contiguous cages. CLEC shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through AT&T's equipment. CLEC shall not provision CCXC on any AT&T distribution frame, Point of Termination ("POT") bay, Digital System Cross Connect ("DSX") panel, or Light Guide Cross Connect ("LGX") panel. CLEC is responsible for ensuring the integrity of the signal.
- 3.10.2 The CCXC fees provided for in this Agreement shall not apply when AT&T has installed fiber or copper/coax cable support structure, pursuant to the terms and conditions of previous interconnection agreements between the Parties, that has been paid in full by CLEC via nonrecurring CCXC charges. If CLEC has ordered a service that originates from its collocation space and terminates to another collocater's space in the same AT&T Premises, which caused a AT&T technician to jumper the two (2) collocation spaces together using CLEC specific connecting facility assignments ("CFAs") provided by CLEC and the other collocater at a AT&T frame, panel or existing POT bay (wherever the point of demarcation resides), then AT&T will permit these cross connections to remain in-service as provisioned and at the rates at which they were provisioned ("Grandfathered").
- 3.10.3 CLEC shall be responsible for providing a letter of authorization ("LOA"), with the application, to AT&T from the other collocated telecommunications carrier to which it will be cross-connecting CLEC provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two (2) contiguous caged collocation arrangements, CLEC may use its own technicians to construct the dedicated support structure between the two (2) collocation arrangements.
- 3.10.4 To request or self-provision CCXCs, CLEC must submit a Remote Site Application, an Initial Application or Subsequent Application to AT&T. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for CCXCs, as set forth in the Pricing Schedule, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will

apply as appropriate. AT&T will bill this nonrecurring fee on the date that it provides an Application Response to CLEC. If the CCXC is requested as part of an Initial Application, only the Initial Application Fee shall apply, plus any other applicable charges.

- 3.10.5 If requested by CLEC, AT&T will provision additional cable racking, if insufficient capacity is available to support CLEC's request to provision a CCXC itself.
- 3.11 Direct Connect ("DC"). AT&T will permit CLEC to interconnect directly between CLEC's virtual and/or physical collocation arrangements within the same Premises by utilizing a DC. CLEC must use a AT&T Certified Supplier to place the DC. The DC shall be provisioned through facilities owned by CLEC. In those cases where CLEC's virtual and/or physical collocation space is contiguous in the central office, CLEC will have the option of using CLEC's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure. CLEC will deploy such optical or electrical connections directly between its own facilities without being routed through AT&T equipment. CLEC may not self-provision DC's on any AT&T distribution frame, DSX panel or LGX panel.
 - 3.11.1 CLEC is responsible for ensuring the integrity of the signal. CLEC-provisioned DC's shall utilize common cable support structure. There will be a recurring charge per linear foot, and a nonrecurring charge per cable, of the actual common cable support structure used. In the case of two (2) contiguous collocation arrangements, CLEC will have the option of using CLEC's own technicians to construct its own dedicated support structure.
 - 3.11.2 To request or self-provision DCs, CLEC must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of DC's, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for DC, as defined in the Pricing Schedule, will apply. If modifications in addition to the placement of DC's are requested, the Initial Application or Subsequent Application Fee will apply. This nonrecurring fee will be billed by AT&T on the date that AT&T provides an Application Response.

4. Occupancy

- 4.1 Space Ready Date. AT&T will notify CLEC in writing when the Collocation Space is ready for occupancy ("Space Ready Date").
- 4.2 Acceptance Walkthrough. CLEC will schedule and complete an acceptance walkthrough of the Collocation Space with AT&T within fifteen (15) calendar days of the Space Ready Date. AT&T will correct any deviations from CLEC's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame or mutually agree to accept the deviations. AT&T will notify CLEC of a new Space Ready Date

upon resolution of any deviations that require correction. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. This process will continue until the Space Acceptance Date as defined below in Section 4.3 following. CLEC must notify AT&T in writing that collocation equipment installation is complete and operational with AT&T's network.

- 4.3 Space Acceptance Date. If CLEC completes its acceptance walkthrough within the fifteen (15) calendar day interval, the date of CLEC's acceptance of the Collocation Space, as indicated by CLEC's execution of a Space Acceptance Form, will be the Space Acceptance Date ("Space Acceptance Date").
 - 4.3.1 In the event that CLEC fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by CLEC on the Space Ready Date and the Space Acceptance Date will be established as the same date, provided that AT&T has complied with all space preparation, provisions of CLEC's BFFO, and that all required of AT&T is complete.
 - 4.3.2 If CLEC decides to occupy the space prior to the Space Ready Date, the date CLEC occupies the space will be deemed the Space Acceptance Date.
- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement CLEC may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application, or a Remote Site Application requesting termination of occupancy. Such termination shall be effective upon AT&T's execution of the Space Relinquishment Form for the collocation space(s) for which CLEC seeks to terminate occupancy, which termination date shall be the same date as CLEC's date of the Space Relinquishment Form, provided CLEC has complied with all provisions of the Space Relinquishment Form. AT&T may terminate CLEC's right to occupy the Collocation Space in the event CLEC fails to comply with any material provision directly related to Collocation in this Agreement provided AT&T gives CLEC thirty (30) calendar days' prior written notice of the failure to comply and gives CLEC an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.
 - 4.4.1 Upon termination of occupancy, CLEC, at its sole expense, shall remove its equipment and any other property from the Collocation Space. CLEC shall have thirty (30) calendar days ("Removal Date") from the Subsequent Application BFFO Date to complete such removal, including the removal of all equipment and facilities of CLEC's Guest(s), unless CLEC's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment, pursuant to the Commissions' space exhaust requirements and executed the appropriate documentation required by AT&T prior to the CLEC Removal Date.

4.4.2 Should CLEC or CLEC's Guest(s) fail to vacate the Collocation Space by the Removal Date, AT&T shall have the right to remove the equipment and dispose of the equipment and other property of CLEC or CLEC's Guest(s), in any commercially reasonable manner that AT&T deems fit, at CLEC's expense and with no liability whatsoever for CLEC's property or CLEC's Guest(s)'s property, provided that AT&T has not granted CLEC's request for an extension of the Removal Date, and such request shall not unreasonably be denied.

4.4.3 Upon termination of CLEC's right to occupy specific Collocation Space, the Collocation Space will revert back to AT&T's space inventory, and CLEC shall surrender the Collocation Space to AT&T in the same condition as when it was first occupied by CLEC, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. CLEC's AT&T Certified Supplier shall be responsible for updating and making any necessary changes to AT&T's records as required by AT&T's Specifications including, but not limited to, Central Office Record Drawings and ERMA Records. CLEC shall be responsible for the cost of removing any CLEC constructed enclosure, together with any supporting structures (e.g., racking, conduits or power cables), at the termination of occupancy and restoring grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. AT&T shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements, in accordance with the applicable FCC and Commission rules and orders. Equipment is necessary for interconnection if an inability to deploy that equipment would, as practical, economic, or operational matter, preclude the requesting carrier from obtaining interconnection with AT&T at a level equal in quality to that which AT&T obtains within its own network or what AT&T provides to any Affiliate, subsidiary, or other party.

5.2 Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

5.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the requesting carrier seeks to deploy it, meets either or both of the standards set forth above in Sections 5.1 and 5.2 above. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services CLEC seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set

forth above in Sections 5.1 and 5.2 above must not cause the equipment to significantly increase the burden on AT&T's property. Such equipment necessary for interconnection or access to unbundled network elements shall include, but is not limited to transmission equipment, equipment to light dark fiber, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching modules, fiber distribution frames, splitters, concentrators, cross connect systems, switching equipment other than traditional circuit switches, and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of other collocated equipment. Subject to the provisions of this Section, CLEC may order AT&T tariffed services that connect to such equipment in its Collocation Space.

- 5.3.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call related databases, computer servers used exclusively for providing information services, operations support system ("OSS") equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. AT&T will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on AT&T's property than comparable single function equipment. AT&T may object to the collocation of equipment based on criteria and in accordance with procedures and limitations established by applicable FCC and Commission rules and orders. With the exception of the equipment set forth in this Section 5.3.1, AT&T may not block collocation and use of equipment while a proceeding to determine whether AT&T may block such placement is pending. If AT&T prevails in such a proceeding, CLEC will remove such equipment from the collocation, within thirty (30) days of receipt of a written request to do so from AT&T, or as otherwise set forth in the relevant Commission order.
- 5.4 Whenever AT&T objects to collocation of equipment by CLEC for purposes within the scope of Section 251 (c)(6) of the Act, AT&T shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section. AT&T may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AT&T applies to its own equipment. AT&T may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. Collocated equipment must comply with the following Telcordia Network Equipment Building Systems ("NEBS") General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. If AT&T denies collocation of CLEC's equipment, citing safety standards, AT&T must provide to CLEC within five (5) business days of the denial a list of all equipment that AT&T locates at the Premises in question,

together with an affidavit attesting that all of the equipment meets or exceeds the safety standard that AT&T contends the competitor's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that CLEC's equipment does not satisfy; AT&T's basis for concluding that CLEC's equipment does not meet this safety requirement; and AT&T's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety. AT&T reserves the right to permit on a nondiscriminatory basis collocation of equipment that does not necessarily comport with the requirements of applicable FCC and Commission rules and orders.

- 5.5 All CLEC Remote Site equipment installation shall comply with AT&T TR 73503-11h, "Grounding – Engineering Procedures" or similar AT&T technical references found at AT&T CLEC Online website. Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conducted pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory and located within CLEC's Remote Site Collocation Space.
- 5.6 Terminations. CLEC shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment (including, but not limited to, transmission equipment, multiplexers, DSLAMS, DLC's, signal regenerators, cross connect panels) physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as the transmission equipment already placed in an arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that CLEC submits an application for terminations that exceed the total capacity of the collocated equipment, CLEC will be informed of the discrepancy and will be required to submit a revision to the application. Billing for terminations begin when services are ordered to those terminations via an ASR or a LSR.
- 5.7 CLEC will provide a list of those entities with a security interest in collocation equipment in CLEC's collocation sites to AT&T. This list will be updated by CLEC once annually. This information shall be expressly covered by the confidentiality provisions contained in Section 12 of the General Terms and Conditions of this Agreement. In no event shall AT&T use the list of entities for any purpose other than contacting equipment owners or lien holders subsequent to abandonment of such equipment by CLEC.
- 5.8 No Marketing. CLEC shall not use the Collocation Space for marketing purposes, nor shall it place any marketing materials outside the Collocation Space or on the grounds of the Premises.

- 5.9 Collocation Space/Equipment Identification. CLEC shall place a plaque on or affix other identification (e.g., stenciling) to CLEC's equipment, in order for AT&T to identify CLEC's equipment, including a list of emergency contacts with telephone numbers. For caged collocation the identification may be placed on a plaque affixed outside of the caged enclosure. All equipment must be identified for cageless collocation.
- 5.10 Entrance Facilities. CLEC may elect to place CLEC-owned or CLEC-leased (from AT&T or a third party provider) fiber entrance facilities into its Collocation Space. AT&T will designate the point of interconnection as close as reasonably possible to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. CLEC will provide and place fiber cable at the point of entrance (in the entrance manhole) of sufficient length to be pulled through conduit and into the splice location. CLEC will provide and place copper or fiber cable through conduit from the Remote Site Collocation Space to the feeder distribution interface to the splice location of sufficient length for splicing by AT&T. In Central Offices, CLEC will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by AT&T. The fire retardant riser cable will extend from the splice location to CLEC's equipment in the Collocation Space. In the event CLEC utilizes a non-metallic, riser-type entrance facility, a splice will not be required. CLEC must contact AT&T for instructions prior to placing any entrance facility cable in the manhole. CLEC is responsible for maintenance of the entrance facilities.
- 5.10.1 Central Office - Microwave Entrance Facilities. At CLEC's option, AT&T will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions.
- 5.10.2 Central Office -Copper and Coaxial Cable Entrance Facilities. AT&T shall permit CLEC to use copper or coaxial cable entrance facilities, if approved by the Commission. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless AT&T determines that limited space is available for the placement of entrance facilities.
- 5.11 Dual Entrance Facilities. AT&T will provide at least two (2) interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by CLEC for dual entrance facilities to its physical Collocation Space, AT&T shall provide CLEC with information regarding AT&T's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, AT&T will make the requested conduit space available for installing a second entrance facility to CLEC's arrangement. The location of the serving manhole(s) will be as close as reasonably possible to the Premises housing the Collocation Space, but

determined by AT&T on a reasonable and nondiscriminatory basis. Where dual entrance facilities are not available due to lack of capacity, AT&T will provide this information to CLEC in the Application Response. AT&T shall not deny an Application for the sole reason that dual entrance facilities are not available.

- 5.12 Shared Use. CLEC may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to CLEC's collocation arrangement within the same Premises.
- 5.12.1 In a Central Office, AT&T shall allow the splice, as long as the fiber is non-working dark fiber. CLEC must arrange with AT&T in accordance with all reasonable and nondiscriminatory requirements set forth in AT&T's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for AT&T to perform the splice of the CLEC provided riser cable to the spare capacity on the entrance facility. If CLEC desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with AT&T in accordance with all reasonable and nondiscriminatory requirements set forth in AT&T's Special Construction Procedures, RL93-11-030BT or similar AT&T construction procedures found at AT&T CLEC Online website, and provide a LOA from CLEC for AT&T to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on CLEC's entrance facility.
- 5.12.2 For a Remote Site, the Parties will negotiate the rates, terms and conditions based upon the technical feasibility and physical capacity at the time of a request from CLEC.
- 5.13 Central Office Demarcation Point. AT&T, in a reasonable and nondiscriminatory manner and in accordance with any and all applicable FCC and Commission rules and orders, will designate the point(s) of demarcation between CLEC's equipment and/or network and AT&T's network. Each Party will be responsible for the installation, maintenance and operation of all equipment/facilities on its side of the demarcation point and may make any terminations that may be required on their side of the demarcation point and may self-provision cross connects within the Collocation Space that may be required to activate service requests. CLEC shall have access to the demarcation point and all equipment and facilities on its side of the demarcation point. CLEC shall not have access to AT&T's side of the demarcation point. When troubles cannot be clearly isolated to AT&T's facilities and equipment, AT&T will agree to test cooperatively with CLEC to assist in trouble isolation to a specific Party's facilities and equipment as set forth in Section 2.3.13 of AT&T's FCC Tariff No. 1. If CLEC performs testing of its facilities and submits a trouble ticket to AT&T indicating a trouble exists on AT&T's side of the demarcation, then AT&T will perform the required testing on its side of the demarcation point to isolate the trouble reported by CLEC. If AT&T does find that a trouble exists on its side of the demarcation point after it has performed the required testing of its facilities, then AT&T will take the necessary action to repair its facilities to eliminate the trouble and

CLEC will not be charged for submission of the trouble ticket. If AT&T cannot locate any trouble on its side of the demarcation point, then AT&T will assess CLEC the applicable Maintenance of Services charge as set forth in AT&T's FCC Tariff No. 1, based on the amount of time, in half-hour increments, it takes a technician to complete the appropriate testing. If, within thirty (30) calendar days of AT&T's billing of the Maintenance of Services charge, CLEC performs its testing of the same facilities and finds that the trouble has not been eliminated and does not reside on CLEC's side of the demarcation point, then the CLEC shall submit a second trouble ticket to AT&T. If, after testing has been performed by AT&T, the trouble is actually determined to be on AT&T's side of the demarcation point, AT&T will not charge CLEC for the submission of the trouble ticket. AT&T shall also credit CLEC's account for the amount of the original Maintenance of Service charge on this same facility, within the next billing cycle. For 2-wire and 4-wire connections to AT&T's network, the demarcation point shall be a common block on the AT&T designated conventional distributing frame ("CDF"). CLEC shall be responsible for providing, and CLEC's AT&T Certified Supplier shall be responsible for installing and properly labeling/stenciling, the common, and necessary cabling pursuant to Section 7 below. For DS1 and DS3 connections, the demarcation point shall be a AT&T provided DSX panel, or elsewhere if mutually agreed. For fiber connections, the demarcation point shall be a AT&T provided LGX panel, or elsewhere if mutually agreed. For DS0 connections, the demarcation point shall be a AT&T designated distributing frame. AT&T shall not require CLEC to use an intermediate interconnection arrangement in lieu of a direct connection to AT&T's network if technically feasible.

- 5.13.1 Existing point(s) of demarcation – CLEC provided POT Bay. AT&T will grandfather existing point(s) of demarcation established at a CLEC provided POT Bay. CLEC shall order services using the existing remaining terminations in the POT bay.
- 5.13.2 Existing point(s) of demarcation – AT&T provided POT Bay. AT&T will grandfather existing point(s) of demarcation established at a AT&T provided POT Bay. CLEC shall order services using the existing remaining cabling and terminations in the POT Bay. Irrespective of where the demarcation point in a central office is located, AT&T shall provide CLEC with access to the CLEC's side of the demarcation point pursuant to this Section.
- 5.14 Remote Site Point of Demarcation. The point of demarcation will be as follows for each service level: DS-0 services will be the feeder distribution interface. DS-1 services will be at the designated AT&T DS-1 cross connect panel. DS-3 services will be at the designated AT&T DS-3 cross connect panel. Dark fiber services will be at the designated AT&T LGX panel.
- 5.15 CLEC's Equipment and Facilities. CLEC, or if required by this Attachment, CLEC's AT&T Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC and collocated in the Collocation Space or elsewhere in the Premises. Such equipment and facilities may include, but are not

limited to, cable(s), equipment, and point of termination connections. CLEC need not use a AT&T Certified Supplier to monitor, maintain or repair its own equipment and facilities.

- 5.16 AT&T's Access to Enclosed Collocation Space. Except in the case of an emergency, AT&T will not access CLEC's locked enclosure prior to notifying CLEC at least seventy-two (72) hours or three (3) business days, whichever is greater, before access to the Collocation Space is required. AT&T retains the right to access CLEC's space for the purpose of making AT&T equipment or cabling and building modifications (e.g., altering or removing racking, ducts, electrical wiring, HVAC, and cabling). CLEC may elect to be present whenever AT&T performs work in the Collocation Space. The Parties agree that CLEC will not bear any of the expense associated with this type of work. AT&T, its employees, vendors and agents, will comply at all times with its own security and safety procedures and requirements, while in CLEC's space.
- 5.16.1 In cases of emergency, AT&T will provide oral notice of entry as soon as possible (such oral notice most likely will be after entry) and, upon request, will provide subsequent written notice containing the time of entry, cause for emergency, and a listing of personnel allowed to enter the space during said emergency.
- 5.17 CLEC must provide the local AT&T Central Office building contact with two Access Keys that will allow AT&T entry into enclosed and locked Collocation Space, including but not limited to, Adjacent Arrangements, pursuant to this Section. Access Keys may not be duplicated under any circumstances. AT&T agrees to be responsible for all Access Keys and for the return of all Access Keys after the contractual obligation with CLEC ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.
- 5.18 AT&T shall be liable for the negligent actions of its employees or agents and for any damage caused to CLEC's equipment, facilities or Collocation Space while in CLEC's Collocation Space and shall indemnify and hold harmless CLEC from any claim, liability or damages that may result from such entry into CLEC's Collocation Space by AT&T, its agents, contractors or employees.
- 5.19 CLEC's Access. CLEC shall have access to its Collocation Space or Remote Site Collocation Space twenty-four (24) hours a day, seven (7) days a week. Such access will be unescorted, provided CLEC complies with the requirements set forth in Section 13 of this Attachment. CLEC agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of CLEC or CLEC's Guests that will be provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. When distributing access keys or cards, AT&T shall provide receipt acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys to CLEC. These receipt acknowledgement forms must be signed by CLEC and returned to AT&T Access Management within fifteen

(15) calendar days of CLEC's receipt of keys or cards. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by AT&T. Access Keys may not be duplicated under any circumstances. CLEC agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of CLEC's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with CLEC ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement. The AT&T Access Customer Advocacy Center ("ACAC") emergency access contact numbers will be provided to CLEC for access related issues.

- 5.19.1 AT&T will permit one accompanied site visit to CLEC's designated collocation arrangement location, after receipt of the BFFO without charge to CLEC. CLEC must submit to AT&T the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date CLEC desires access to the Collocation Space or Remote Collocation Space. CLEC may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to AT&T's receipt of the BFFO. AT&T shall respond to such request within five (5) business days, and shall use best efforts to facilitate the visit on the date requested by CLEC. In the event CLEC desires access to the Collocation Space or Remote Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, AT&T shall permit CLEC to access the Collocation Space or Remote Collocation Space, prior to completing AT&T's Training requirements (as set forth in Section 13 of this Attachment), accompanied by a security escort, at CLEC's expense. CLEC must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired. A security escort will be required whenever CLEC or its approved agent desires access to the entrance manhole.
- 5.19.2 Lost or Stolen Access Keys. The Parties shall immediately notify each other in writing in the case of lost or stolen Access Keys. If it becomes necessary for AT&T to re-key buildings or enclosures or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC shall pay for the costs of re-keying or deactivating the card as set forth in the rates in the Pricing Schedule. If it becomes necessary for CLEC to rekey an enclosure due to AT&T losing a key or if a key becomes stolen while in the possession of AT&T, AT&T will pay CLEC the applicable costs, as supported by documentation, to rekey an enclosure or replace lost or stolen keys that CLEC has previously provided to AT&T.
- 5.20 Health Related Facilities and Parking. CLEC authorized personnel will have reasonable access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc. within the Premises), as well as to available parking.

- 5.21 Interference or Impairment. For purposes of this Section, the term “significantly degrades” shall be defined as an action that noticeably impairs a service from a user’s perspective.
- 5.21.1 Interference or Impairment. Notwithstanding any other provisions of this Attachment, CLEC shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, or significantly impairs from the service provider’s perspective, a traditional voice band service or advanced service provided by AT&T, or by any other entity whose service enters, is routed through or exits that Central Office; 2) endangers or damages the equipment, facilities or any other property of AT&T or of any other entity located in the central office or on the Premises in which the Central Office is located; 3) knowingly or unlawfully compromises the privacy of any communications routed through the Premises or 4) creates an unreasonable risk of injury or death to any individual or to the public. If AT&T reasonably determines that any equipment or facilities of CLEC violates the provisions of this paragraph, AT&T shall provide written notice to CLEC, which shall direct CLEC to cure the violation within forty-eight (48) hours of CLEC’s actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of significant degradation. Any dispute regarding the source of the risk, impairment, interference, or degradation may be resolved pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 5.21.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if CLEC fails to commence curative action within twenty-four (24) hours and exercise commercially reasonable efforts to complete such action as soon as possible or if the violation is of a character that poses an immediate and substantial threat of physical damage to property or injury or death to any person, then and only in that event, AT&T may take such action as it deems necessary to eliminate such threat, including, without limitation, the interruption of electrical power to CLEC’s equipment which AT&T has determined beyond a reasonable doubt is the cause of such threat. In the case of CLEC not taking action within twenty-four (24) hours and exercising commercially reasonable efforts to complete such action as soon as possible, AT&T will provide notice to CLEC prior to, or, if made impossible due to the nature of the threat imposed, as soon as possible after the taking of such action and provided that AT&T, its agents, contractors or employees conduct themselves in strict compliance with this Section and except to the extent that such action by AT&T fails to comport with the requirements of this paragraph or otherwise constitutes negligence, gross negligence or willful misconduct, AT&T shall have no liability to CLEC for any damages arising from such action. If AT&T’s right to take action

pursuant to this Section results solely from CLEC's failure to take curative action or to exercise commercially reasonable efforts to complete such action as soon as possible, AT&T shall provide notice prior to taking action under this Section. Any disputes with respect to AT&T's right to take such action under this Section 5.21.2 shall be resolved pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

- 5.21.3 In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and CLEC fails to take curative action within forty-eight (48) hours, then AT&T will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC or, if subsequently necessary, the Commission must be supported by AT&T with specific and verifiable information. When AT&T demonstrates that a certain technology deployed by CLEC is significantly degrading the performance of other advanced services or traditional voice band services, CLEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under applicable FCC and Commission rules and orders, the degraded service shall not prevail against the newly deployed technology.
- 5.22 Central Office Personalty and its Removal. Subject to requirements of this Attachment, CLEC may place or install in or on the Central Office Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, or is desirable for the maintenance and operation of the collocated telecommunications equipment, and does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by CLEC in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain its status as personalty and may be removed by CLEC at any time. Any damage caused to the Collocation Space by CLEC's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by CLEC's expense.
- 5.23 Alterations. Under no condition shall CLEC or any person acting on behalf of CLEC make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of AT&T, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by CLEC. Any such Alteration shall require a Subsequent Application and will result in the assessment of a Remote Site Application Fee, a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee

as set forth in Section 6.2.1 below, and, which will be billed by AT&T on the date that AT&T provides CLEC with an Application Response.

5.24 Janitorial Service. CLEC shall be responsible for the general upkeep of its Collocation Space. CLEC shall arrange directly with a AT&T Certified Supplier for janitorial services applicable to Caged Collocation Space. AT&T shall provide a list of such suppliers on a site-specific basis, upon request.

6. Ordering and Preparation of Central Office and Remote Site Collocation Space

6.1 Initial Application. For CLEC or CLEC's Guest(s) initial equipment placement, CLEC shall submit to AT&T a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information.

6.1.1 Initial Application Fee. An Application Fee, as set forth in the Pricing Schedule, will apply to each Initial Application submitted by CLEC, and will be billed by AT&T on the date that AT&T provides CLEC with an Application Response.

6.2 Subsequent Application. In the event CLEC or CLEC's Guest(s) desires to modify the Collocation Space after a BFFO, CLEC shall complete an application that contains all of the detailed information associated with an Alteration to the Collocation Space, as defined in Section 5.23 of this Attachment ("Subsequent Application"). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Alteration. AT&T shall determine what modifications, if any, to the Premises are necessary to accommodate the change requested by CLEC in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.2.1 Subsequent Application Fee. The application fee paid by CLEC for its request for an Alteration shall be dependent upon the level of assessment needed for the Alteration requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by AT&T, an Administrative Only Application Fee will be required as set forth in the Pricing Schedule. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, where the removal requires no physical work to be done by AT&T, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Alteration requested has limited effect (e.g., requires limited assessment but no capital expenditure by AT&T as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in the Pricing Schedule. If the modification requires capital expenditure, an Initial Application Fee shall apply. This

nonrecurring fee will be billed on the date that AT&T provides CLEC with an Application Response.

- 6.3 Remote Site Application. When CLEC or CLEC’s Guest(s) desires to install a bay/rack in a Remote Site Location, CLEC shall submit to AT&T a Physical Expanded Interconnection Application Document (“Remote Site Application”). The Remote Site Application is Bona Fide when it is completed and accurate, meaning that all required fields on the Remote Site Application are completed with the appropriate type of information. An application fee, as set forth in the Pricing Schedule, will apply which will be billed on the date that AT&T provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and a Remote Site Application will be required. The installation of additional shelves/ equipment, subject to the restrictions contained in Section 3.8 above, within an existing bay or rack does not require a Remote Site Application.
- 6.3.1 Availability of Space. Upon submission of an application, AT&T will permit CLEC to physically collocate in any available full bay/rack of space, pursuant to the terms of this Attachment, at any AT&T Remote Site Location, unless AT&T has determined that there is no full bay/rack of space available due to space limitations after AT&T has conducted a review of all space within the Remote Site Location or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, AT&T reserves the right to make additional space available, in which case the conditions in Section 7 below shall apply, or AT&T may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, AT&T will notify CLEC of the amount that is available.
- 6.4 Space Preferences. If CLEC has previously requested and received a Space Availability Report for the Premises, CLEC may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event AT&T cannot accommodate the CLEC's preference(s), CLEC may accept the space allocated by AT&T or cancel its application, (without incurring an application fee), and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will be billed by AT&T on the date that AT&T provides CLEC with an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, AT&T will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested Premises. AT&T’s electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide, AT&T will describe the items

necessary to cause the application to become Bona Fide. If the amount of space requested is not available, AT&T will notify CLEC of the amount of space that is available and no application fee will apply. When AT&T's response includes an amount of space less than that requested by CLEC or space that is configured differently, no application fee will apply. If CLEC decides to accept the available space, CLEC must resubmit its application to reflect the actual space available, including the configuration of the space. When CLEC resubmits its application, AT&T will bill CLEC the appropriate application fee.

- 6.5.2 AT&T will respond to a Florida and Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a Premises. AT&T's electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide, AT&T will describe the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, AT&T will notify CLEC of the amount of space that is available or space that may be configured differently and no application fee will apply. If CLEC decides to accept the available space, CLEC must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.
- 6.5.3 Denial of Application. If AT&T notifies CLEC that no space is available ("Denial of Application"), AT&T will not assess an application fee to CLEC. After providing written notice to CLEC that AT&T has no available space in the requested Premises, AT&T will allow CLEC, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application, or as otherwise agreed to by the Parties. In order to schedule this tour, the request for the tour of the Premises must be received by AT&T at least five (5) calendar days prior to the tour date.
- 6.5.4 AT&T's written notice of denial shall provide CLEC with information relevant to the denial of its request for collocation space, and give some detail as to why the space was denied.
- 6.5.5 Expedited Removal of Equipment in a Space Exhaust Scenario. AT&T shall remove obsolete unused equipment from its Premises prior to denying a request for collocation on the grounds of space limitations, unless AT&T proves to the Commission that collocation at the point is not technically feasible.
- 6.5.6 AT&T will provide virtual collocation in accordance with applicable FCC and Commission rules and orders.
- 6.5.7 Filing of Petition for Waiver. Upon Denial of Application, AT&T will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). AT&T shall provide to the Commission any information required or requested by that Commission. Such information shall include which space, if any AT&T or any of AT&T's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or

provision, AT&T shall permit CLEC to inspect any floor plans or diagrams that AT&T provides to the Commission.

- 6.6 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, AT&T will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. AT&T will notify the requesting carriers on the waiting list by mail when space becomes.
- 6.6.1 In Florida, on a first come, first served basis, governed by the date of the receipt of an application or Letter of Intent, AT&T will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) calendar days prior to space becoming available, if known, AT&T will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If AT&T does not know sixty (60) calendar days in advance of when space will become available, AT&T will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7 When space becomes available, CLEC must submit an updated, complete, and correct application to AT&T within thirty (30) calendar days of notification by AT&T that space will be available in the Premises previously out of space. If CLEC has originally requested caged Collocation Space and cageless Collocation Space becomes available, CLEC may refuse such space and notify AT&T in writing within the thirty (30) calendar day timeframe that CLEC wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. CLEC may accept an amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If CLEC does not submit an application or notify AT&T in writing as described above, AT&T will offer the space to the next telecommunications carrier on the waiting list and remove CLEC from the waiting list. Upon request, AT&T will advise CLEC as to its position on the waiting list.
- 6.8 Public Notification. AT&T will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. AT&T shall update such document within ten (10) calendar days of the date that AT&T becomes aware that insufficient space is available to accommodate physical collocation. AT&T will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.

- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for caged or cageless arrangements, AT&T will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application for physical collocation and ten (10) calendar days for virtual collocation. The Central Office Application Response will include sufficient information to enable CLEC to place a Firm Order, which, at a minimum, will consist of the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.
 - 6.9.1.1 AT&T will provide the Remote Site Application Response in Alabama, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina, when space has been determined to be available, within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.
 - 6.9.1.2 AT&T will provide the Remote Site Application Response in Louisiana, when space has been determined to be available, within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.
- 6.9.2 In Florida and Tennessee, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, AT&T will provide an Application Response including sufficient information to enable CLEC to place a Firm Order. The Central Office Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below. When CLEC submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
 - 6.9.2.1 AT&T will provide the Remote Site Application Response in Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, AT&T will provide an Application Response including sufficient information to enable CLEC to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as

described in Section 8 below. When CLEC submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.9.2.2 AT&T will provide the Remote Site Application Response in Tennessee, when space has been determined to be available, within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.

6.10 Application Modifications.

6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of CLEC, or necessitated by technical considerations agreed to by both Parties, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. AT&T will charge CLEC the appropriate application fee associated with the level of assessment performed by AT&T. If the modification requires no labor or capital expenditure by AT&T, but AT&T must perform an assessment of the application to evaluate whether or not AT&T would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by AT&T and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in the Pricing Schedule. A modification involving a capital expenditure by AT&T shall require CLEC to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by AT&T on the date that AT&T provides CLEC with an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 CLEC shall indicate its intent to proceed with its request for collocation space in a AT&T Premises by submitting a Bona Fide Firm Order to AT&T. The BFFO must be received by AT&T no later than thirty (30) calendar days after receipt of AT&T's Application Response to CLEC's Bona Fide Application or CLEC's application will expire.

6.11.2 AT&T will establish a firm order date based upon the date AT&T is in receipt of CLEC's BFFO. AT&T will acknowledge the receipt of CLEC's BFFO within seven (7) calendar days of receipt, so that CLEC will have positive confirmation that its BFFO has been received. AT&T's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Florida and Tennessee, AT&T will complete construction for physical and Remote Site collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to the Collocation Space after initial space completion, AT&T will complete construction for physical and remote site collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties if no additional space requested. If AT&T does not believe that construction for physical and remote site collocation will be completed within the relevant timeframe and AT&T and CLEC cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an Alteration, AT&T may seek an extension from the Commission. For virtual collocation arrangements in Florida and Tennessee, AT&T will complete construction for initial and Alterations requested to the virtual Collocation Space after initial space completion as soon as possible within a maximum of sixty (60) calendar days.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, AT&T will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. AT&T will complete construction for cageless and Remote Site collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. AT&T will complete construction for virtual collocation arrangements under ordinary conditions as soon as possible within a maximum of fifty (50) calendar days under ordinary conditions from receipt of a BFFO and seventy five (75) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major AT&T equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or AT&T may seek a waiver from this interval from the Commission.

7.1.3 **Records Only Change.** When CLEC adds equipment within initial demand parameters that requires no additional space preparation work on the part of AT&T, then no additional charges or additional intervals will be imposed by AT&T.

- 7.1.4 Central Office Augments. In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, AT&T will provide the reduced intervals outlined below to CLEC, when CLEC requests a Central Office augment that is identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4 and 7.1.4.5 (“Augment”) after the Space Ready Date for existing physical collocation space. The cost of any such Augment shall be paid by CLEC. Unless otherwise set forth in Section 7.1.4.10 below, any such Augment application will require a Subsequent Application. [
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)
- 7.1.4.4 Major Augments –Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).

- 7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space
- 7.1.4.6 If CLEC submits an Augment application request that includes two Augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the Augment interval associated with the next highest augment category will apply (e.g., if two items from the minor Augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO).
- 7.1.4.7 If CLEC submits an Augment application request that includes three Augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the major Augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple Augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual Augment interval. If CLEC submits an Augment application request that includes one Augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the higher augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate Augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate Augment category).
- 7.1.4.8 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated by CLEC and AT&T. If CLEC and AT&T are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 above would apply based on whether the Augment request is for CLEC’s physical or virtual collocation arrangement.
- 7.1.4.9 Individual application fees associated with simple, minor and intermediate Augment applications are contained in the Pricing Schedule. The appropriate application fee will be assessed to CLEC at the time AT&T provides CLEC with the Application Response. If CLEC requests multiple items from different Augment categories AT&T will bill CLEC the Augment Application Cost, as identified in the Pricing Schedule, associated with the higher Augment category only. CLEC will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above).
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between AT&T and CLEC will commence within a maximum of twenty (20) calendar days from AT&T’s receipt of a BFFO. At such

meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the BFFO. CLEC Upon mutual agreement and within a mutually agreed upon time frame, the Parties will exchange any additional information requested (including, but not limited to cable type and cable termination specifications, naming convention and requirements, diagrams or drawings depicting the exact path of entrance facilities from the interconnection point to the Collocation Space, power cabling connectivity, feeder and fuse specifications and requirements, AT&T contacts and escalation procedures, and identification of demarcation points) at the Joint Planning Meeting.

- 7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. CLEC will schedule and complete an acceptance walkthrough of each Collocation Space with AT&T within fifteen (15) calendar days of AT&T's notification to CLEC that the Collocation Space is ready for occupancy. In the event CLEC fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by CLEC provided that AT&T has complied with all space preparation, provisions of CLEC's BFFO, and that all required of AT&T is completed on the Space Ready Date. AT&T will correct any deviations to CLEC's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different timeframe. At the end of the acceptance walkthrough or after any deviations are corrected, CLEC will execute a Space Acceptance Form indicating its acceptance of the Collocation Space.
- 7.5 Central Office Circuit Facility Assignments ("CFAs"). AT&T will provide CFAs to CLEC as soon as possible and no later than thirty (30) calendar days after AT&T's receipt of a Bona Fide Firm Order, except as set forth in Section 7.5.1 following. The ACTL will be provided to CLEC no later than with the issuance of the CFA.
 - 7.5.1 To provide CFAs to CLEC prior to the Provisioning Interval for those Premises in which CLEC has a physical collocation arrangement with a POT bay provided by <<customer_short_name>> or a virtual collocation arrangement, CLEC must provide AT&T with the following information:
 - 7.5.2 for a physical collocation arrangement with a CLEC-provided POT bay - a complete layout of the POT panels (equipment inventory update ("EIU") form) showing locations, speeds, etc.
 - 7.5.2.1 for a virtual collocation arrangement - a complete layout of CLEC's equipment (EIU form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by CLEC's AT&T Certified Supplier.

- 7.5.2.2 CLEC may submit an EIU form at any time after the twentieth (20th) calendar day after the BFFO. CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.5.3 AT&T will bill CLEC a nonrecurring charge, as set forth in the Pricing Schedule, each time CLEC requests a resend of its CFAs for any reason other than a AT&T error in the CFAs initially provided to CLEC.
- 7.5.4 For a Remote Site CFAs are not used. Distribution lines will be accessed by CLEC provisioning a copper cable through a conduit from the Remote Site collocation space to the feeder distribution interface (“FDI”) of sufficient length for splicing. AT&T personnel will splice CLEC's cable to a group/bundle of the distribution cable at the FDI. Groups/Bundles will be provided in 8-pair increments. In order to establish the cable/pair range CLEC must submit a Remote Site Splitter Ordering Document (“RSOD”) which can be found in AT&T's Collocation Services Handbook on the AT&T's web site AT& T CLEC Online. Once the cable/pair range is established CLEC can then submit LSRs for individual line activations.
- 7.6 Use of AT&T Certified Supplier. CLEC shall select a supplier which has been approved as a AT&T Certified Supplier to perform all construction, engineering as specified in AT&T's TP-76300 which can be found on the AT&T CLEC Online website, installation and removal work. CLEC, if a AT&T Certified Supplier, or CLEC's AT&T Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in AT&T's Collocation Services Handbook at the AT&T CLEC Online website. In some cases, CLEC must use a separate AT&T Certified Supplier for those work activities associated with transmission equipment, switching equipment and power equipment, unless the AT&T Certified Supplier has met the requirements for all of the required work activities. AT&T shall provide CLEC with a list of AT&T Certified Suppliers, upon request. CLEC, if a AT&T Certified Supplier, or its AT&T Certified Supplier(s) shall be responsible for installing CLEC's equipment and associated components, extending power cabling to the AT&T power distribution frame, performing operational tests after installation is complete, and notifying AT&T's equipment engineers and CLEC upon successful completion of installation and all associated work.. In cases where a AT&T Certified Supplier is used, the AT&T Certified Supplier shall bill CLEC directly for all work performed for CLEC pursuant to this Attachment. AT&T shall have no liability for, nor responsibility to pay, such charges imposed by CLEC's AT&T Certified Supplier. AT&T shall make available its supplier certification program to CLEC or any supplier proposed by CLEC and will not unreasonably withhold certification.
- 7.7 Alarm and Monitoring. AT&T shall place environmental alarms in the Premises for the protection of AT&T equipment and facilities. CLEC shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC's Collocation Space. Upon request, AT&T will provide CLEC with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment

by CLEC. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

- 7.8 Virtual to Physical Collocation Relocation. CLEC may relocate its existing virtual collocation arrangement(s), according to the standard intervals identified in Sections 7.1.1 and 7.1.2 above, to a physical collocation arrangement(s) and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as set forth in the Pricing Schedule. In the event AT&T knows when additional space for physical collocation may become available at the location requested by CLEC, such information will be provided to CLEC in AT&T's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to CLEC within one hundred eighty (180) calendar days of AT&T's written denial of CLEC's request for physical collocation, (ii) AT&T had knowledge that the space was going to become available, and (iii) CLEC was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then CLEC may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. CLEC must arrange with a AT&T Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that AT&T has reserved for its own future needs; 3) the converted arrangement does not limit AT&T's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. AT&T will complete virtual to in-place physical collocation conversions within forty-five (45) calendar days from receipt of the BFFO. AT&T will bill CLEC an Administrative Only Application Fee as set forth in the Pricing Schedule on the date that AT&T provides an Application Response to CLEC.
- 7.10 Cancellation. If at any time prior to space acceptance, CLEC cancels its order for Collocation Space(s) ("Cancellation"), AT&T will bill the applicable nonrecurring rate(s) as set forth in the Pricing Schedule for any and all work processes for which work has begun or been completed.]
- 7.11 Licenses. CLEC, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all

rights, privileges, and licenses necessary or required, if any, to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.]

- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

- 8.1 CLEC agrees to pay the rates and charges identified in the Pricing Schedule.
- 8.2 Application Fee. AT&T shall assess an application fee by generating a service order, which shall be issued at the time AT&T responds that space is available pursuant to Section 6.9 above. AT&T will bill this nonrecurring fee on the date that AT&T provides an Application Response to CLEC.
- 8.2.1 In Tennessee, the applicable application fee for caged physical collocation is the planning fee for both Initial Applications and Subsequent Applications placed by CLEC. AT&T will bill this nonrecurring fee on the date that AT&T provides an Application Response to CLEC.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power CLEC's equipment. CLEC shall pay rack/bay space charges based upon the number of racks/bays requested. AT&T will assign Remote Collocation Space in conventional remote site rack/bay lineups where technically feasible.
- 8.4 Recurring Charges. If CLEC has met the applicable fifteen (15th) calendar day walkthrough interval specified in Section 4.3 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event that CLEC fails to complete an acceptance walkthrough within the applicable fifteen (15th) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If CLEC occupies the space prior to the Space Ready Date, the date CLEC occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.
- 8.5 CLEC shall continue the payment of all monthly fees to AT&T until the date that CLEC, and if applicable CLEC's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by AT&T. Billing for monthly recurring charges will cease on the date that CLEC and AT&T conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that CLEC signs off on the Space Relinquishment Form and sends this form to AT&T, if a subsequent inspection of the terminated space by AT&T reveals no discrepancies. In the latter case, if subsequent inspection by AT&T within fifteen (15th) calendar days of its receipt of the Space Relinquishment Form, does reveal

discrepancies, billing for monthly recurring charges will cease on the date that AT&T and CLEC jointly conduct an inspection, which confirms that CLEC has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy.

- 8.6 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. CLEC shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event CLEC opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to CLEC as prescribed in this Section. If CLEC was previously billed ICB or nonrecurring space preparation charges by AT&T, but has not paid such charges in full, AT&T will determine any outstanding amounts due from CLEC, and the Parties will agree on such outstanding amounts that are due and owing to AT&T. If CLEC pays such outstanding amounts to AT&T, no additional space preparation charges will be applicable or billed going forward for those collocation arrangements, for which space preparation charges have been paid in full through previously billed ICB or nonrecurring space preparation charges. However, any new requests for collocation space or augmentations requesting additional space for an existing collocation arrangement will be billed pursuant to the current monthly recurring space preparation rates set forth in the Pricing Schedule.
- 8.7 Floor Space. Billing for floor space, if applicable, will begin on the Space Acceptance Date. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any expenses for power supplied to CLEC for its equipment. When the Collocation Space is enclosed, CLEC shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, CLEC shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. AT&T will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event CLEC's equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, CLEC shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.8 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by AT&T upon receipt of CLEC's BFFO.

- 8.9 Security Escort. Rates for a security escort are assessed according to the schedule appended hereto as the Pricing Schedule beginning with the scheduled escort time. AT&T will wait for one half (1/2) hour after the scheduled time for such an escort and CLEC shall pay for such half hour charges in the event CLEC fails to show up.
- 8.10 Cable Record charges. These charges apply for work required to build cable records in AT&T systems. The VG/DS0 cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of ninety-nine (99) records. These nonrecurring fees will be billed upon receipt of CLEC's BFFO. **[FPL: OK]**
- 8.11 Power Rates. Rates for power are as set forth in the Pricing Schedule. Applicable rates shall vary depending on whether CLEC elects to be billed on a fused basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method, or on a usage basis, by electing to convert collocations to (or install new collocations or augments under) the power usage metering option set forth in Section 9 below.
- 8.11.1 Under the fused amp billing option, CLEC shall be billed at the Commission's most recently approved fused amp recurring rate for DC power. However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are Grandfathered as a result of CLEC having provided documentation to AT&T demonstrating that CLEC paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, CLEC will be billed the Grandfathered recurring rate for the DC power set forth in the Pricing Schedule of this Attachment.
- 8.11.2 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 8.12 **Grandfathered Rates.**
- 8.12.1 The rates for the recurring charges for Grandfathered CCXC will be the rates in effect before the Effective Date of this Agreement, if any, and such rates shall be set forth in the Pricing Schedule.
- 8.12.2 The Grandfathered POT Bay rates are pursuant to state ordered rates for particular POT Bay elements.
9. **Central Office Power**
- 9.1 AT&T shall make available -48 Volt (-48V) Direct Current (DC) power for CLEC's Collocation Space at a AT&T Battery Distribution Fuse Bay ("BDFB"). If CLEC was previously served off AT&T's main power board pursuant to CLEC's previous Interconnection Agreement, that arrangement shall be Grandfathered. Recurring charges for -48V DC power will be assessed as set forth in Section 8.11 above.

9.1.1 Fused Amp Billing Option. Monthly recurring charges for -48V DC power will be assessed per fused amp per month using the following formula:

For power provisioned from a BDFB – The number of fused amps requested by CLEC on its collocation application for power that is being provisioned from a AT&T BDFB should reflect a multiplier of 1.5 to convert the requested amperage to fused amps, with a minimum of ten (10) fused amps required. The number of fused amps requested by CLEC on its collocation application will be multiplied by the DC power fused amp rate set forth in the Pricing Schedule, which rate has already been adjusted through the application of the .67 multiplier.

For power provisioned from the main power board – The number of fused amps made available at the main power board, in increments of 225 amps/main power board circuit, multiplied by the DC power fused amp rate set forth in the Pricing Schedule, which rate has already been adjusted through the application of the .67 multiplier.

9.1.2 Central Office Physical Collocation Regional Power Usage Measurement Option.
The Central Office Regional Power Usage Measurement Option provided in this Section 9 shall be applicable for all nine (9) states in the AT&T Southeast region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee) as a package. This option shall be provided in all nine (9) states in lieu of other metered options that exist or may subsequently arise (by order or contract) in any of these nine (9) states for the duration of this Agreement. If any metered rates or terms of this power usage provision are modified pursuant to the change in law provision as set forth in the General Terms and Conditions of this Agreement then, for each state hereunder, all of the ordered rates and associated terms and conditions shall apply thereafter and to each physical collocation arrangement to which the power usage measurement option applied and, to the extent that there are no such ordered rates in a state, the rates of the then current AT&T standard interconnection agreement shall apply in such state subject to the modification of Agreement provisions in the General Terms and Conditions. If any metered rates or terms of this power usage provision are modified by CLEC's adoption of the rates, terms and conditions of another CLEC's interconnection agreement pursuant to section 252 (i) of the Act in any of the states covered by this Agreement, such adopted rates, terms and conditions shall apply thereafter and to each physical collocation arrangement to which the power usage measurement option applied and, in any states not covered by such adoption, the rates, terms and conditions for power usage measurement, if any, of the then current AT&T standard interconnection agreement shall apply, provided that such language fully effectuates and is consistent with applicable state commission orders.

- 9.1.3 AC Usage Component of DC Power Charges. AT&T, or its AT&T Certified Supplier, will perform all metering activities, which will include providing the necessary ammeter or other measurement device, to measure the actual power usage being drawn by CLEC's physical collocation equipment on both the A and B power feeds. The AC Usage Component of the DC Power charge will be based upon the sum of either the instantaneous or busy hour average electrical current readings, depending on the capabilities of the ammeter or other measurement device. CLEC may, at its sole cost and expense, install or maintain its own meters on those BDFBs located in its own physical Collocation Space(s) and may notify AT&T if it would like to offer AT&T the option of using such meters for the purpose of establishing measurements. In such case, AT&T, or its AT&T Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed or maintained by CLEC on CLEC's own BDFB(s) or via a AT&T provided measurement device. The usage reading for the option elected by AT&T shall be used for purposes of calculating the billing, provided that AT&T elects one method and continues to use that method unless AT&T provides reasonable notice to CLEC to change the method.
- 9.1.3.1 If AT&T, or its AT&T Certified Supplier, requires access to CLEC's physical Collocation Space for purposes of measuring the power usage, AT&T or its AT&T Certified Supplier shall provide CLEC with a minimum of forty-eight (48) hours notice that access is required. CLEC shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to CLEC's physical Collocation Space. Once the date and time of access to CLEC's physical Collocation Space has been agreed upon, CLEC and AT&T or its AT&T Certified Supplier shall adhere to the agreed upon date and time, or provide a minimum of three (3) hours notice to the other Party if the original appointment will be missed or must be cancelled and rescheduled. If CLEC fails to provide access to its physical Collocation Space or fails to provide AT&T/AT&T Certified Supplier with a minimum of three (3) hours notice of the necessity to cancel and/or reschedule the appointment, then CLEC shall pay, for the missed meter reading a non-recurring charge, as set forth in the Pricing Schedule of this Attachment, and shall pay a non-recurring charge as set forth in the Pricing Schedule of this Attachment for each additional meter reading trip required to measure CLEC's power usage. If AT&T/AT&T Certified Supplier fails to provide CLEC with a minimum of three (3) hours notice of the necessity to cancel and/or reschedule the appointment, AT&T shall not bill CLEC a non-recurring charge, as set forth in the Pricing Schedule of this Attachment for such missed appointment, and shall waive the charge for the next additional meter reading trip required to measure CLEC's power usage.
- 9.1.3.2 For each new physical collocation arrangement for which CLEC desires the metered power usage measurement option, CLEC shall indicate on its Initial Application that the metered power usage measurement option is being elected. For each location that CLEC wants to convert to the metered power usage measurement option, CLEC will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

- 9.1.3.3 This Subsequent Application is CLEC's certification that CLEC is opting to convert this physical collocation arrangement to the power usage measurement option and will permit AT&T and/or the AT&T Certified Supplier to use an ammeter or other measurement device to measure its actual power usage or, at AT&T's election, provide AT&T and/or the AT&T Certified Supplier with access to CLEC's meter on CLEC's own BDFB(s) (if CLEC chooses to offer AT&T that option), located in CLEC's physical Collocation Space, to measure actual power.
- 9.1.3.4 AT&T will bill CLEC a Power Reconfiguration Application Fee, as set forth in the Pricing Schedule of this Attachment, on the date that AT&T provides an Application Response to each Subsequent Application requesting to convert a physical collocation arrangement to the metered power usage measurement option. AT&T shall then arrange for the measurement of CLEC's actual power usage on each power feed (each A and B feed) once per quarter at each of CLEC's physical collocation arrangements for which CLEC has submitted an Initial or Subsequent Application electing the metered power usage option. Based upon the actual power usage measurement taken by AT&T or the AT&T Certified Supplier, AT&T shall assess CLEC charges for AC power usage for the following quarter based upon CLEC's actual metered usage for each power feed (both the A and B feeds) or a minimum of ten (10) amps of -48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the applicable AC power rate, set forth in the Pricing Schedule of this Attachment, to determine the appropriate monthly recurring AC Usage charge that will be billed to CLEC for the following three (3) calendar months or until the next AC power usage measurement is taken, whichever is later.
- 9.1.3.5 Either Party, within fifteen (15) calendar days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If CLEC requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then CLEC will be responsible for paying the "Additional Meter Reading Trip Charge" contained in the Pricing Schedule of this Attachment. If AT&T requests a power usage reading be taken in this instance, then CLEC will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten percent (10 %) or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If there is no discrepancy between the readings of ten percent (10 %) or five (5) Amps, whichever is greater, then the Party disputing the original meter reading shall pay the Additional Meter Reading Trip Charge contained in the Pricing Schedule of this Attachment. If the readings do not vary outside these ranges, the initial reading will be used to calculate CLEC's AC Usage charge until the next scheduled power reading.
- 9.1.3.5.1 When CLEC submits the appropriate Initial or Subsequent Application indicating its desire to elect the power measurement usage option for a particular physical collocation arrangement in a specific Central Office, AT&T will provide the

associated Application Response pursuant to Section 6 of this Attachment. It will then be the responsibility of CLEC to submit a BFFO, indicating its desire to proceed with its request. After AT&T receives the BFFO from CLEC, the Initial or Subsequent Application will be completed by AT&T within the provisioning intervals contained in Section 7 of this Attachment and CLEC will be notified of the Space Ready Date or when the appropriate record and database changes have been made by AT&T to reflect CLEC's election of the power measurement usage option (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a particular physical collocation arrangement in a specific Central Office to the power measurement usage option). AT&T will not permit CLEC to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing physical collocation arrangement. When a Subsequent Application is used to elect the power measurement usage option and there are no other changes requested, billing for the recurring charges associated with the AC Usage and DC Power Infrastructure will begin upon the Space Ready Date. If CLEC occupies the space prior to the Space Ready Date, for Initial Application requests only, the date CLEC occupies the space will be deemed the new Space Acceptance Date and the billing for the AC Usage and DC Power Infrastructure will begin on that date. When CLEC elects to move to the power measurement usage option, the number of fused amps of DC Power infrastructure capacity requested by CLEC on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for AC Usage until such time as AT&T or its AT&T Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of CLEC's power usage for the requested physical Collocation Space. As soon as this reading has been taken, AT&T will adjust CLEC's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. AT&T will also use this reading for billing purposes until the next quarterly meter reading is performed by AT&T or its AT&T Certified Supplier.

- 9.1.3.6 Current DC Power Plant Infrastructure Component of DC Power Charges. AT&T shall assess CLEC a monthly recurring charge as set forth in the Pricing Schedule of this Attachment for AT&T's power plant infrastructure component of the DC power charges based upon CLEC's fused DC power amperage capacity, as reflected by CLEC on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular physical collocation arrangement(s) being converted to or electing the power usage metering option for those Central Offices specified by CLEC.
- 9.1.3.7 Grandfathered DC Power Plant Infrastructure Component of DC Power Charges. For those physical collocation arrangements that were provisioned to CLEC under an individual case basis pricing structure, where CLEC has already paid all non-recurring charges associated with the DC infrastructure capital costs associated with such physical collocation arrangement, and for which CLEC has submitted a Subsequent Application to convert such physical collocation arrangements to the metered power

usage measurement option, AT&T shall assess CLEC a monthly recurring charge as set forth in the Pricing Schedule of this Attachment for AT&T's power plant infrastructure expense component of the DC power charges, based upon CLEC's fused DC power amperage capacity, as reflected by CLEC on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular physical collocation arrangement(s) being converted to the power usage metering option for those Central Offices specified by CLEC.

- 9.1.3.8 Other DC Power Metering Charges. CLEC agrees to notify AT&T when CLEC has removed or installed telecommunications equipment in CLEC's physical Collocation Space and to ensure that the existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in CLEC's physical Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.
- 9.1.6.1 AT&T will bill CLEC a monthly recurring charge per physical Collocation Space for CLEC's physical collocation arrangements in each state, which reflects: 1) AT&T's expenses to program the applicable billing systems to accept and process the power usage measurement option, 2) AT&T's expenses associated with its workforce loading the measured power usage data into AT&T's OSS and billing systems, and 3) the costs for AT&T/AT&T Certified Supplier to supply the clamp-on ammeter or other measurement device and perform the task of reading and recording CLEC's actual power usage at each requested physical collocation site. This "Meter Reading" monthly recurring rate element will be assessed to CLEC for the first twelve (12) power circuits (each A and B feed pair counts as two circuits), and then for each additional two (2) circuits, read by AT&T or its AT&T Certified Supplier, at the rates set forth in the Pricing Schedule of this Attachment and based on whether the power meter is provided by AT&T or its AT&T Certified Supplier or CLEC.
- 9.2 When obtaining power from the BDFB, fuses and power cables (A&B) must be engineered (sized) and installed by CLEC's AT&T Certified Supplier. CLEC is responsible for contracting with a AT&T Certified Supplier for power distribution feeder cable runs from a AT&T BDFB to CLEC's equipment. The AT&T Certified Supplier contracted by CLEC must provide AT&T with a copy of the engineering power specifications prior to the day on which CLEC's equipment becomes operational. AT&T will provide the common power feeder cable support structure between the AT&T BDFB and CLEC's Collocation Space. CLEC shall contract with a AT&T Certified Supplier who will be responsible for the following: dedicated power cable support structure within CLEC's Collocation Space, power cable feeds, and terminations of cable.
- 9.3 If CLEC elects to install its own DC Power Plant, AT&T shall provide Alternating Current (AC) power to feed CLEC's DC Power Plant. Charges for AC power will be assessed per breaker ampere. When obtaining power from a AT&T service panel, protection devices and power cables must be engineered (sized) and installed by

CLEC's AT&T Certified Supplier, with the exception that AT&T shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC's AT&T Certified Supplier must also provide a copy of the engineering power specifications prior to the day on which CLEC's equipment becomes operational. Charges for AC power shall be assessed pursuant to the rates specified in the Pricing Schedule. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC's option, CLEC may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

9.4 CLEC has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested AT&T Premises. Under such an option, CLEC is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a AT&T Certified Supplier hired by CLEC. CLEC's AT&T Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as AT&T is required to comply with these codes. CLEC must submit an application to AT&T for the appropriate amount of collocation space that CLEC requires to install this type of power arrangement. AT&T will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of CLEC's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. AT&T shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. CLEC shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, AT&T may seek a waiver of these requirements from the state Commission for the central office requested. CLEC would still have the option to order its power needs directly from AT&T.

9.5 AT&T will revise monthly recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by CLEC's AT&T Certified Supplier. AT&T will revise recurring power charges to reflect a power reduction upon AT&T's receipt of the Power Reduction Form from CLEC certifying the completion of the power reduction. Notwithstanding the foregoing, if CLEC's AT&T Certified Supplier has not removed or, at AT&T's discretion, cut the power cabling within thirty (30) calendar days, the power reduction will not become effective until the cabling is

removed by CLEC's AT&T Certified Supplier and CLEC shall pay the power rate applicable prior to the power reduction request for the period between the receipt of the Power Reduction Form and the date the power cabling is actually removed.

- 9.6 If CLEC requests a reduction in the amount of power that AT&T is currently providing, CLEC must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Power Reconfiguration Application Fee as set forth in the Pricing Schedule will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. AT&T will bill this nonrecurring fee on the date that AT&T provides an Application Response.
- 9.7 If CLEC has grand-fathered power configurations currently served from the AT&T main power board and requests that its power be reconfigured to connect to a AT&T BDFB, in a specific central office, CLEC must submit a Subsequent Application. AT&T will respond to such application within seven (7) calendar days and a Subsequent Application fee will apply for this reconfiguration to a AT&T BDFB.
- 9.7.1 In Alabama and Louisiana, if CLEC has Grandfathered power configurations currently served from the AT&T main power board and requests that its power be reconfigured to connect to a AT&T BDFB, in a specific central office, CLEC must submit a Subsequent Application. AT&T will respond to such application within seven (7) calendar days and no application fee will apply [BST clarification] for this one time only power reconfiguration to a AT&T BDFB. For any power reconfigurations thereafter, CLEC will submit a Subsequent Application and the appropriate application fee will apply.
- 9.8 Remote Site Power. AT&T shall make available -48 Volt (-48V) DC power for CLEC's Remote Collocation Space at a AT&T Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for CLEC's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis (ICB). AT&T will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by CLEC's AT&T Certified Supplier. AT&T will revise recurring power charges to reflect a power reduction upon AT&T's receipt of the Power Reduction Form from CLEC certifying the completion of the power reduction, including the removal of the power cabling by CLEC's AT&T Certified Supplier.
- 9.9 Remote Site Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a AT&T service panel, protection devices and power cables must be engineered (sized) and installed by CLEC's AT&T Certified Supplier, with the exception that AT&T shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC's AT&T Certified Supplier must also provide a copy of the engineering power specification

prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in the Pricing Schedule. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC's option, CLEC may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

10. Insurance

10.1 CLEC shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

10.2 CLEC shall maintain the following specific coverage:

10.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). AT&T shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

10.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

10.3 All policies purchased by CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AT&T. All insurance must be in effect on or before the date equipment is delivered to Premises and shall remain in effect for the term of this Attachment or until all CLEC's property has been removed from AT&T's Premises, whichever period is longer. If CLEC fails to maintain required coverage, AT&T may pay the premiums thereon and seek reimbursement of same from CLEC.

10.4 CLEC shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC shall arrange for AT&T to receive thirty (30) calendar days' advance notice of cancellation from CLEC's insurance company. CLEC shall forward a certificate of insurance and notice of cancellation/non-renewal to AT&T at the following address:

AT&T Telecommunications, Inc.
ATTN: Tiffiney Ross
CVM Solutions
1815 South Meyers Rd
Ste #820
Oakbrook Terrace, IL 60181

- 10.5 CLEC must conform to recommendations made by AT&T's fire insurance company to the extent AT&T has agreed to, or shall hereafter agree to, such recommendations.
- 10.6 Self-Insurance. If CLEC's net worth exceeds five hundred million dollars (\$500,000,000), CLEC may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2 above. CLEC shall provide audited financial statements to AT&T thirty (30) calendar days prior to the commencement of any work in the Collocation Space. AT&T shall then review such audited financial statements and respond in writing to CLEC in the event that self-insurance status is not granted to CLEC. If AT&T approves CLEC for self-insurance, CLEC shall annually furnish to AT&T, and keep current, evidence of such net worth that is attested to by one of CLEC's corporate officers. The ability to self-insure shall continue so long as the CLEC meets all of the requirements of this Section. If CLEC subsequently no longer satisfies this Section, CLEC is required to purchase insurance as indicated by Sections 10.2.1 and 10.2.2 above.

11. Mechanics Liens

- 11.1 If any mechanics lien or other liens shall be filed against property of either Party (AT&T or CLEC), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

12. Inspections

- 12.1 AT&T may conduct an inspection of CLEC's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC's equipment and equipment of AT&T. AT&T may conduct an inspection if CLEC adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. AT&T shall provide CLEC with a minimum of seventy-two (72) hours or three (3) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by AT&T.

13. Security and Safety Requirements

- 13.1 Unless otherwise specified, CLEC will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC employee hired in the past five years being considered for work on the Premises, for the states/counties where the CLEC employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. CLEC shall not be required to perform this investigation if an affiliated company of CLEC has performed an investigation of the CLEC employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC has performed a pre-employment statewide investigation of criminal history records of the CLEC employee for the states/counties where the CLEC employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 13.2 CLEC will be required to administer to its personnel assigned to the Premises security training either provided by AT&T, or meeting reasonable and_nondiscriminatory criteria defined by AT&T.
- 13.3 CLEC shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and CLEC's name. AT&T reserves the right to remove from its Premises any employee of CLEC not possessing identification issued by CLEC or who has violated any of the reasonable and_nondiscriminatory criteria outlined in AT&T's CLEC Security Training documents. CLEC shall hold AT&T harmless for any damages resulting from such removal of its personnel from AT&T Premises.
- 13.4 CLEC shall not assign to the Premises any personnel with records of felony criminal convictions. CLEC shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising AT&T of the nature and gravity of the offense(s). AT&T reserves the right to refuse building access to any CLEC personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC chooses not to advise AT&T of the nature and gravity of any misdemeanor conviction, CLEC may, in the alternative, certify to AT&T that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 13.4.1 CLEC shall not knowingly assign to the Premises any individual who was a former employee and whose employment with AT&T was terminated for a felony for which they were convicted.

- 13.4.2 CLEC shall not knowingly assign to the Premises any individual who was a former supplier of AT&T and whose access to a Premises was revoked due to a felony for which they were convicted.
- 13.5 For each CLEC employee or agent hired by CLEC within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, CLEC shall furnish AT&T, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, CLEC will disclose the nature of the convictions to AT&T at that time. In the alternative, CLEC may certify to AT&T that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 13.5.1 For all other CLEC employees requiring access to a Premises pursuant to this Attachment, CLEC shall furnish AT&T, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 13.5 above and that security training was completed by the employee.
- 13.6 At AT&T's request, CLEC shall promptly remove from AT&T's Premises any employee of CLEC that AT&T does not wish to grant access to its AT&T Premises pursuant to any investigation conducted by AT&T or prior to the initiation of an investigation if an employee of CLEC is found interfering with the property or personnel of AT&T or another collocated telecommunications carrier in a material way. For purposes of this provision, material shall mean some action that could have a substantial impact on the operations, equipment or personnel of AT&T or another collocated telecommunications carrier. Such investigation shall be commenced and completed by AT&T as promptly and expeditiously as possible. The Parties shall cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures.
- 13.7 Security Violations. Each Party reserves the right to interview the other Party's employees, agents, or suppliers in the event of wrongdoing in or on AT&T's property, or CLEC's Collocation Space, or involving AT&T's, CLEC's, or another collocated telecommunications carrier's property or personnel, provided that the Party shall provide reasonable notice to the other Party's designated security representative of such interview. Each Party and its suppliers shall reasonably cooperate with the other Party's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving such Parties' employees, agents, or suppliers. Additionally, each Party reserves the right to bill the other Party for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that such Parties' employees, agents, or suppliers are responsible for the alleged act. Each Party shall bill the other Party for the replacement or repair of property, as appropriate, which is stolen or damaged where an investigation determines the culpability of the other Party's employees,

agents, or suppliers and where the other Party agrees, in good faith, with the results of such investigation. Each Party agrees that it shall notify the other Party in writing immediately in the event that it discovers one of its employees working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from AT&T's Premises, any employee found to have violated the security and safety requirements of this Section.

- 13.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 13.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 13.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13.11 AT&T will use its best efforts to adequately secure the area which houses CLEC's equipment to prevent unauthorized entry. AT&T will immediately notify CLEC's emergency contact of any actual or attempted security breaches to the CLEC's collocation space to the extent AT&T becomes aware of such breaches.

14. Destruction of Collocation Space

- 14.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for CLEC's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC's permitted use, or is damaged and the option to terminate is not exercised by either Party, AT&T covenants and agrees to proceed promptly without expense to CLEC, except for improvements not to the property of AT&T, to repair the damage. AT&T shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of AT&T, which causes shall not be construed as limiting factors, but as exemplary only. CLEC may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a

AT&T Certified Supplier is used and the necessary space preparation has been completed. If CLEC's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC. Where allowed and where practical, CLEC may erect a temporary facility while AT&T rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC's permitted use, until such Collocation Space and access to necessary power is fully repaired and restored and CLEC's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where CLEC has placed an Adjacent Arrangement pursuant to Section 3.4 above, CLEC shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, AT&T will restore the associated services to the Adjacent Arrangement.

15. Eminent Domain

- 15.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day, or the day upon which the Collocation Space can no longer be used for interconnection and access to unbundled network elements, whichever is earlier, with proportionate refund by AT&T of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, AT&T and CLEC shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

16. Nonexclusivity

- 16.1 CLEC understands that this Attachment is not exclusive and that AT&T may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

17. Notice of Non-Emergency Work

- 17.1 AT&T shall provide CLEC with written notice three (3) business days prior to those instances where AT&T or its subcontractors may be performing non-emergency work that has a substantial likelihood of directly affecting the Collocation Space occupied by CLEC, or that is directly related to circuits that support CLEC equipment. AT&T

will inform CLEC by telephone of emergency related activity that AT&T or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by CLEC, or is directly related to circuits that support CLEC equipment. Notification of any emergency related activity shall be made as soon as practicable after AT&T learns that such emergency activity is necessary so that CLEC can take any action required to monitor or protect its service.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 **Compliance with Applicable Law.** AT&T and CLEC agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 **Notice.** AT&T and CLEC shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC should contact 1-800-743-6737 for any AT&T MSDS required.
- 1.3 **Practices/Procedures.** AT&T may make available additional environmental control procedures for CLEC to follow when working at a Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of AT&T for environmental protection. CLEC will require its suppliers, agents and others accessing the Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the Premises.
- 1.4 **Environmental and Safety Inspections.** AT&T reserves the right to inspect the CLEC space with proper notification. AT&T reserves the right to stop any CLEC work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 **Hazardous Materials Brought On Site.** Any hazardous materials brought into, used, stored or abandoned at the Premises by CLEC are owned by CLEC. CLEC will indemnify AT&T for claims, lawsuits or damages to persons or property caused by these materials. Without prior written AT&T approval, no substantial new safety or environmental hazards can be created by CLEC or different hazardous materials used by CLEC at Premises. CLEC must demonstrate adequate emergency response capabilities

for its materials used or remaining at the Premises.

- 1.6 Spills and Releases. When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by CLEC to AT&T.
- 1.7 Coordinated Environmental Plans and Permits. AT&T and CLEC will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, AT&T and CLEC will develop a cost sharing procedure. If AT&T's permit or EPA identification number must be used, CLEC must comply with all of AT&T's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. AT&T and CLEC shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on AT&T's Premises, CLEC agrees to comply with the applicable sections of the current issue of AT&T's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC further agrees to cooperate with AT&T to ensure that CLEC's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of AT&T's Environmental M&Ps which apply to the specific Environmental function being performed by CLEC, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from CLEC's AT&T Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

| ENVIRONMENTAL CATEGORIES | ENVIRONMENTAL ISSUES | ADDRESSED BY THE FOLLOWING DOCUMENTATION |
|--|---|--|
| Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials) | Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier | Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative) |
| Emergency response | Hazmat/waste release/spill fire safety emergency | Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises) |
| Contract labor/outsourcing for services with environmental implications to be performed on AT&T Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks) | Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance | Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660 |
| Transportation of hazardous material | Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier | Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative) |
| Maintenance/operations work which may produce a waste Other maintenance work | Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment | Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard) |

| | | |
|---|--|--|
| Janitorial services | <p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p> | <p>Procurement Manager (CRES Related Matters)-BST Supply Chain Services</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p> |
| Manhole cleaning | <p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p> | <p>Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact RCM Representative)</p> |
| Removing or disturbing building materials that may contain asbestos | Asbestos work practices | <p>GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the AT&T Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p> |

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a Premises which are such that a danger exists

which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – AT&T Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - AT&T Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

1.1 During the term of this Agreement, where CLEC is utilizing its own switch, CLEC shall contact the North American Numbering Plan Administrator (“NANPA”), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.

1.2 Where AT&T provides resold services to CLEC, AT&T will provide CLEC with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. CLEC acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. CLEC may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to CLEC) telephone numbers per rate center if the following conditions are met:

1.2.1 CLEC must: (1) indicate that all of the intermediate numbers currently held by CLEC in each rate center where CLEC will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where CLEC will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by CLEC in the rate center where CLEC is requesting telephone numbers has reached at least 70%. The above information will be provided by CLEC by submitting to AT&T a fully completed “CO Code Assignments Months To Exhaust Certification Worksheet – TN Level” (“MTE Worksheet”), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where CLEC will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by CLEC to customers by the total number of intermediate numbers held by CLEC in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at seventy-five percent (75%) (Part F of the MTE Worksheet).

1.2.2 If fulfilling CLEC’s request for intermediate numbers results in AT&T having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), AT&T will submit the required numbering request to the national numbering administrator to satisfy CLEC’s request for intermediate numbers. AT&T will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy CLEC’s

request for intermediate numbers. In these cases, AT&T is not obligated to fulfill the request by CLEC for intermediate numbers unless, and until, AT&T's request for additional numbering resources is granted.

1.2.3 CLEC agrees to supply supporting information for any numbering request and/or safety valve request that AT&T files pursuant to Section 1.2.2 above.

1.3 CLEC acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a NPA. These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, AT&T may request that CLEC cancel all or a portion of its unassigned intermediate numbers. CLEC consent to AT&T's request shall not be unreasonably withheld.

2. LNP

2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.2 Customer Line Charge. Where CLEC purchases resold services from AT&T, AT&T shall bill and CLEC shall pay the customer line charge associated with implementing LNP as set forth in AT&T's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

2.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System ("SMS").

2.4 Network Architecture. The parties agree to adhere to applicable FCC Rules and Orders governing LNP network architecture.

2.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.

2.6 N-1 Query. The parties agree to adhere to applicable FCC Rules and Orders governing LNP N-1 queries.

2.7 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, customers of each Party may port reserved numbers that the customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record ("CSR"). In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers

and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

- 2.8 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (“DID”) numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. AT&T and CLEC shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. AT&T and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event a rate is not available then the Parties shall negotiate a rate for such services.
- 2.9 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.10 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported, and 2) provides for the new service provider to be in control of when a number ports.
- 2.11 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the customer.
- 2.12 AT&T and CLEC will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.
3. **OSS RATES**
- 3.1 The terms, conditions and rates for OSS are as set forth in Attachments 1 and 2.

Attachment 6

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

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

- 1.1 Nondiscriminatory Access. AT&T shall provide to CLEC access to its Operations Support Systems (“OSS”) and the necessary information contained therein in order that CLEC can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with FCC and Commission rules and orders. Detailed guidelines for ordering and pre-ordering are set forth in the CLEC Handbook on the AT&T CLEC Online website, for maintenance and repair at AT&T’s CLEC Online website. Except where otherwise required by Commission order, where practicable, AT&T will notify CLEC of changes to ordering, preordering, provisioning, maintenance and repair, and billing interfaces and business rules via the appropriate AT&T web site thirty (30) calendar days prior to such changes.

Regular Working Hours/Overtime. For purposes of this Agreement, AT&T’s regular working hours for provisioning are defined in the reference documents provided on the AT&T CLEC Online website.

- 1.1.1 The above hours represent the hours, either Eastern or Central Time, of the location where the customer is located and the physical work associated with providing service to that customer is being performed.

- 1.1.2 To the extent CLEC requests provisioning of service to be performed outside AT&T’s regular working hours, or the work so requested requires AT&T’s technicians to work outside of regular working hours, overtime billing charges pursuant to the Pricing Schedule or Section A2.3.15 of AT&T’s General Subscriber Services Tariff for the applicable state shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a AT&T technician during his or her scheduled shift and AT&T does not incur any overtime charges in performing the work on behalf of CLEC, AT&T will not assess CLEC additional charges beyond the rates and charges specified in this Agreement.

- 1.3 CLEC and AT&T will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions (“ATIS”), including without limitation to the Ordering and Billing Forum (“OBF”) (ATIS and its associated committees). Where standard industry formats and data elements are not developed by ATIS and its associated committees, CLEC and AT&T may cooperatively work to pursue their development through these industry standards organizations. For non-industry standard changes that will

affect systems within the scope of the Change Management Process (“CMP”) (changes that affect external users of AT&T’s OSS interfaces and associated manual processes and documentation) to the extent CLEC elects to address such changes CLEC will use the CMP located at AT&T’s CLEC Online website. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the CMP located at AT&T’s CLEC Online website to determine how to transition the implementation of the ATIS and its associated committees standard or format.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 Interfaces. AT&T shall provide CLEC access to OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of CLEC to obtain the technical capability to access and utilize AT&T’s OSS interfaces.
- 2.2 For each OSS system training class offered by AT&T, AT&T shall make available one free seat per year. Job aids for updates to such OSS training information are available to CLEC on the AT&T Website.
 - 2.2.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct cooperative testing which will allow for the testing of the systems, interfaces, and processes for the OSS functions as defined at the AT&T Interconnection website for testing, AT&T’s CLEC Online website.
 - 2.2.2 Each AT&T interface shall be available, except for maintenance, emergency repair and scheduled downtime necessary for situations such as systems upgrades and applications releases except as modified through Accessible Letter (AL), and is incorporated herein by reference twenty-four (24) hours a day, seven (7) days a week.
 - 2.2.2.1 AT&T will provide a minimum of fifteen (15) calendar days advanced notice of any scheduled maintenance and scheduled downtime outside the regularly scheduled system downtime. Maintenance shall normally be scheduled when systems experience minimum usage. Downtime for emergency repair (“Type 1 System Outage”) will be given within fifteen (15) minutes of when it is known via email and web posting. Non-scheduled maintenance is defined in AT&T’s Operational Understanding located at AT&T’s CLEC Online website as additional activity by AT&T during a normal repair/alarm process that would require immediate maintenance action to prevent further service degradation or service interruption. This then would not lend itself to a scheduled maintenance interval or customer notification and AT&T would employ the same process as AT&T would use for its customers.

- 2.3 Single Point of Contact/Blanket LOA. CLEC will be the single point of contact with AT&T for ordering activity for network elements and other services used by CLEC 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 customers. CLEC and AT&T shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of customer authorization will not be necessary with every request. 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 FCC and Commission rules and orders.
- 2.4 Batch Transmission. Upon request, AT&T shall provide CLEC with pre-order information in batch transmission to the extent AT&T makes it available or provides it to any other Telecommunications Carrier on the same terms and conditions and at the same rates.
- 2.5 Pre-Ordering. In accordance with FCC and Commission rules and orders, AT&T will provide electronic access to its OSS and the information contained therein in order that CLEC 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.
- 2.5.1 AT&T shall provide electronic access to current and accurate CSR information in accordance with the AT&T's CLEC Handbook which is accessible via the Internet at the following web site: AT&T's CLEC Online website. The response interval and average response time will be as required by SQM OSS.
- 2.5.2 Parsing.
- 2.5.3 AT&T shall provide CLEC with nondiscriminatory access to the loop qualification information that is available to AT&T, so that CLEC can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that CLEC intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.
- 2.5.4 Subject to the same exclusions that apply to AT&T's delivery of CSRs, CLEC shall use commercially reasonable efforts to provide to AT&T access to CSRs within forty-eight (48) hours of a valid request, exclusive of Saturdays, Sundays and Holidays.

- 2.5.5 The Parties agree not to view, copy, or otherwise obtain access to the CSR information of any customer without that customer's permission. The Parties will obtain access to CSR information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.
- 2.5.5.1 LOA Request. Either Party may request that the other provide a copy of an appropriate LOA. The Parties shall use best efforts to provide such a copy within seven (7) business days.
- 2.5.5.2 Notice of Noncompliance. If, after receipt of a requested LOA [Letter of Authorization], the requesting Party determines that the other Party has accessed CSR information without having obtained the proper customer authorization, or, if no LOA is provided by the seventh (7th) business day after such request has been made, the requesting Party will send written notice to the other Party specifying the alleged noncompliance. The Party receiving the notice agrees to acknowledge receipt of the notice as soon as practicable. If the Party receiving the notice does not dispute the other Party's assertion of non-compliance, the receiving Party agrees to provide the other Party with notice that appropriate corrective measures have been taken or will be taken within seven (7) business days.
- 2.5.5.3 Disputes over Alleged Noncompliance. If one Party disputes the other Party's assertion of non-compliance, that Party shall notify the other Party in writing of the basis for its assertion of non-compliance. If the receiving Party fails to provide the other Party with notice that appropriate corrective measures have been taken within seven (7) business days or provide the other Party with proof sufficient to persuade the other Party that it erred in asserting the non-compliance within seven (7) business days, the requesting Party shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions. In such instance, the Parties cooperatively shall seek expedited resolution of the dispute. All such information obtained through the process set forth in this Section 2.5.5 shall be deemed Information covered by the Proprietary and Confidential Information Section in the General terms and Conditions of this Agreement.
- 2.6 Service Ordering and Provisioning. AT&T will provide the capability to place orders electronically and/or manually. CLEC can determine if orders can be placed electronically for a certain product by reviewing the CLEC Handbook found on AT&T's CLEC Online web site. Electronic ordering will be made available via a single interface for ordering and pre-ordering or the integration of a pre-ordering and ordering interface. CLEC may integrate the EDI interface with the EDI pre-ordering interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, AT&T will provide integrated pre-ordering and ordering capability through the electronic interface for non-complex and certain complex resale service requests and certain network element requests. Facsimile and e-mail shall not be considered electronic interfaces. If at any time such interfaces are not available to make placement of an electronic local service

request (“LSR”) possible, CLEC shall use the manual LSR process for the ordering of all services and network elements and any combination thereof. Such manual LSRs must be submitted via facsimile except when pre-arranged with AT&T to mail manual LSRs of over one hundred (100) pages. In the case of outages of AT&T’s OSS interfaces, CLEC will be assessed the lower electronically submitted OSS rate if CLEC must submit LSRs manually during periods of systems outages by complying with the rules specified in the CLEC Handbook located at AT&T CLEC Online website. Additionally, CLEC will be assessed the lower electronically submitted OSS rate if a product or service that is electronically orderable by AT&T’s retail unit is not orderable electronically by a CLEC. AT&T will make available the CLEC OSS GUI ordering interface for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain resale requests, certain network elements and network element combinations.

- 2.6.1 Interconnection trunking will be ordered via an ASR and shall be billed in accordance with Attachment 3.
- 2.6.2 CLEC may submit, and AT&T will accept, orders for services and network elements as per the reasonable and nondiscriminatory requirements contained in the CLEC Handbook located at AT&T CLEC Online website. Notice of changes or additions to ordering procedures resulting from new Services and Elements shall be provided to CLEC through AT&T’s Accessible Letter (AL) which can be accessed at AT&T’s CLEC Online website.
- 2.6.3 Upon receipt of an order for a conversion, from a AT&T customer to a CLEC with either UNE or Resale services, AT&T will: (i) process disconnect and reconnect orders, if necessary, to provision the service which shall be due-dated using the reasonable and nondiscriminatory interval guidelines set forth in the CLEC Handbook found at AT&T CLEC Online website, (ii) where applicable reuse the service facility for retail, resale service, or individual loop(s) and/or port(s) at the same location, and (iii) notify CLEC subsequent to the order being completed.
- 2.6.4 CLEC will specify on each order its Desired Due Date (“DDD”) for completion of that particular order. AT&T shall assign a due date which shall be the later of the date for the interval specified in CLEC Handbook, located at AT&T’s CLEC Online website, or CLEC’s DDD. AT&T shall not complete the provisioning for that order prior to due date unless early turn-up is needed for testing purposes or CLEC otherwise consents to such early turn-up and order completion. AT&T will make best effort to meet the due date for service requests. AT&T will notify CLEC if the due date cannot be met and shall assign the earliest due date possible. When the DDD is less than the standard interval, CLEC shall use the expedite request field on the order. If CLEC requests that an order be expedited, AT&T shall notify CLEC of the status of the order and the due date which shall be (1) for a non-designed order, (a) the expedite date, (b) the earliest date it can be worked

after the expedite date or (c) the standard date, or (2) for an UNE order, (a) the expedite date or (b) the standard date as the DD, with the return of the Firm Order Confirmation (“FOC”) within the interval required by SQM O-9. Service date advancement charges shall be as set-forth in the Pricing Schedule.

- 2.6.5 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by CLEC, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in CLEC Handbook, located at AT&T’s CLEC Online website. The charges shall be as set-forth in the Pricing Schedule , and will apply only where Service Date Advancement has been specifically requested by the requesting Party, and the element or service provided by the other Party meets all technical specifications and is provisioned to meet those technical specifications. If CLEC accepts service on the plant test date (“PTD”) normal recurring charges will apply from that date but Service Date Advancement charges will only apply if CLEC previously requested the order to be expedited and the expedited DD is the same as the original PTD.
- 2.6.6 Missed Due Dates. In the case of a missed due date, the Parties shall work cooperatively to complete the order as soon as possible. In the event that a missed due date is one associated with a Service Date Advancement request, Service Date Advancement charges will not apply if AT&T fails to complete the order prior to the standard interval or a negotiated interval. When the missed due date is the fault of CLEC or its customer, subsequent order processing fees will apply. When it is a AT&T error, subsequent order processing fees will not apply.
- 2.6.7 Cancellation Charges. If either Party cancels a request for network elements or other services, any costs incurred by the provisioning Party in conjunction with the provisioning of that request will be recovered in accordance with AT&T’s Private Line Tariff Section B2.4.14 or AT&T’s FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if CLEC places an LSR based upon AT&T’s loop makeup information, and such information is inaccurate resulting in the inability of AT&T to provision the network elements or services requested and another compatible facility cannot be found with the transmission characteristics of the network elements or services originally requested, cancellation charges described in this Section 2.6.7 shall not apply. Where CLEC places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if AT&T cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, CLEC may cancel its request for those network elements or services without incurring cancellation charges as described in this Section 2.6.7. In such instance, should CLEC elect to cancel the entire LSR, cancellation charges as described in this Section 2.6.7 shall apply to those elements and services that were not the subject of inaccurate loop makeup. Notwithstanding the foregoing, if CLEC places a single LSR for an unbundled network combination, as described in Section 5 of Attachment 2 of this Agreement, based upon AT&T’s loop makeup information, and such information

is inaccurate resulting in the inability of AT&T to provision the network elements requested in accordance with the transmission characteristics of the network elements requested, cancellation charges described in this Section 2.6.7 shall not apply.

- 2.6.8 Resale Service Orders. Resale service orders shall be available per the CLEC Handbook which can be found at AT&T's CLEC Online website.
- 2.6.8.1 AT&T shall not require a disconnect order from a customer, CLEC, or another CLEC in order to process a CLEC order for a Resale service available under Attachment 1 to this Agreement.
- 2.6.9 FOCs, Completion Notices, Jeopardies and DLRs. AT&T shall provide to CLEC electronic and manual interfaces for transmitting orders and receiving FOCs, Completion Notices (for electronically submitted orders only), Jeopardies, Design Layout Records, Rejections and, as available, other provisioning data and information. AT&T shall provide CLEC with a FOC for each Resale and UNE order. The information provided on the FOC will be as described in the CLEC Handbook found at AT&T's CLEC Online website.
- 2.6.9.1 AT&T shall provide to CLEC a FOC within time periods as specified by SQM O-9. For a LSR in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, after the FOC is sent the order will be sent for a review of available facilities. If a facility jeopardy is found it is posted on the Pending Facilities ("PF") Report found on the PMAP web site located at <https://pmap.bellsouth.com/default.aspx>. The order is then sent to the Service Advocacy Center/Outside Plant Engineering group to seek out alternative facilities and if none are found to create a work order to provide relief. Once alternative facilities are found or facilities are cleared/installed the order is cleared for completion. The process is the same for the LSRs submitted in the states of Florida, North Carolina and Tennessee where the available facilities are reviewed prior to returning the FOC.
- 2.6.10 Rejections/Errors. AT&T shall reject and return to CLEC any local service request that AT&T cannot provision due to technical reasons or due to missing, inaccurate or illegible information. When a LSR is rejected, AT&T shall, in its reject notification, specifically identify and describe, using specified error codes and additional written explanation where necessary, the reasons for which the LSR was rejected. AT&T will always use best efforts to identify all errors and any need for clarification before rejecting the LSR to CLEC, and to avoid serial requests for LSR correction or clarification. AT&T will not be able to check for potential dependency conditions created by new data on a clarified request that might cause a serial error when the new data is inputted.
- 2.6.10.1 AT&T will identify errors in accordance with AT&T's LSR error messages documentation, which contains error codes applicable to a LSR and a description of the errors such codes identify. AT&T will make available such documentation

on AT&T's CLEC Online website. AT&T will work cooperatively with CLEC as reasonably necessary to assist CLEC in identifying and understanding LSR errors and associated error codes. Supplemental written explanation of the reasons for the reject will be included, as necessary to pinpoint the error or need for clarification and to prevent the need for serial correction and/or clarification.

- 2.6.11.2 If a LSR is rejected more than once for error or clarification, no additional supplemental order charges shall apply.
- 2.6.11 Due dates cannot be considered confirmed until a complete and accurate Service Request has been entered into AT&T's service request processing systems. A due date may be adjusted for an order that has been rejected for error or clarification. Serial requests for correction and/or clarification may also trigger a new due date. When a due date is impacted by an invalid clarification by AT&T, at CLEC's request, AT&T will make a best effort to honor the due date measured from the original submission of the complete and accurate service request or give the next available date.
- 2.6.12 Service Request Changes ("Supplemental Service Requests"). If an installation or other CLEC requested work requires a change from the original CLEC service request in any manner while the AT&T technician is onsite, AT&T shall notify the appropriate CLEC ordering center designated in advance of performing the installation or other work to obtain authorization. AT&T shall then provide CLEC an estimate of additional labor hours or materials. After all installation or other work is completed, AT&T shall immediately notify the CLEC ordering center that approved the supplemental service request(s) of the actual labor hours or materials used.
 - 2.6.12.1 If provisioning of a service request can only be partially completed due to unavailable facilities, AT&T shall notify CLEC in accordance with the pending facilities procedures set forth in Section 2.6.13 below.
 - 2.6.12.2 If CLEC's customer requests a service change at the time of installation or other service visit performed by AT&T technicians, AT&T shall immediately notify CLEC at the telephone number on the service order of that request. The AT&T technician should notify CLEC in the presence of the CLEC customer and provide an estimate of additional labor hours or materials needed so that CLEC can negotiate authority to install the requested service directly with that customer and the technician and revise appropriate ordering documents as necessary. At no time should the AT&T representative perform any work not ordered by CLEC, even at the customer's request, without approval from the CLEC ordering center. After all installation or other work is completed, AT&T shall immediately notify CLEC of the actual labor hours or materials used to the CLEC ordering center that authorized the supplemental service request(s).

- 2.6.13 Pending Facility Situations. AT&T shall provide to CLEC notification of any known facility jeopardy situations when they occur via the electronic GUI. When AT&T is able to provide a new committed due date, AT&T shall provide CLEC a FOC containing the new due date if the date is later than the original due date on a nondiscriminatory basis with itself and other CLECs.
- 2.6.14 Status. AT&T shall provision Resale Services and UNEs as prescribed in CLEC's service order requests. Access to FOC status on electronically submitted orders and other status states for electronically and manually submitted orders shall be provided via electronic GUI.
- 2.6.15 Lack of Facilities Notice. AT&T shall provide notice of a lack of facilities availability in accordance with SQM P-2.
- 2.6.16 Orders placed in hold or pending status by CLEC will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, CLEC shall be required to submit a new service request. Incorrect or invalid requests returned to CLEC for correction or clarification will be held for thirty (30) calendar days. If CLEC does not return a corrected request within thirty (30) calendar days, AT&T will cancel the request.
- 2.6.17 Testing. AT&T shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical reference for the service being ordered. Such tests will include all of the tests that AT&T would perform for the turnup of its own service. Upon request, AT&T shall provide CLEC with the results from all tests when available.
- 2.6.18 CLEC and AT&T will perform cooperative testing, if requested by CLEC, to test Services and Elements purchased by CLEC where AT&T performs cooperative testing on like services for its retail entity. At a minimum, cooperative testing performed will include margin, attenuation and insertion loss tests. In situations where a requested test is not normally performed by AT&T to provision a circuit, Additional Cooperative Acceptance Testing ("ACAT") charges will apply in accordance with Section 13.3.5 of AT&T's FCC Access Tariff. In situations where a requested test is not normally performed by AT&T to address a trouble ticket on a circuit, ACAT charges will apply in accordance with Section 13.3.5 of AT&T's FCC Access Tariff.
- 2.6.19 Both Parties shall work cooperatively if required to isolate and clear troubles that cannot be isolated to a particular Party's network.
- 2.6.20 For maintenance issues, AT&T will perform testing with the issuance of a trouble report identifying a possible trouble condition in AT&T's network. AT&T will perform intrusive testing during the periods authorized by CLEC on the trouble report. Where feasible, AT&T shall perform electronic loop tests at CLEC's request. AT&T shall provide CLEC with the results from all tests when available. In situations where a requested test is not normally performed by AT&T to

provision a circuit, ACAT charges will apply. If the trouble is found in AT&T's network through the performance of the ACAT testing no ACAT charges will be charged.

- 2.6.21 Tag and Locate. AT&T must properly and physically tag and locate all circuits, if ordered by CLEC, regardless of provisioning method employed by AT&T. In cases where AT&T would not otherwise dispatch to provision a circuit, and CLEC requests Tagging, CLEC will incur the Loop Tagging charges set forth in the Pricing Schedule.
- 2.6.22 Suspend/Restore Orders. Upon CLEC's request through a Suspend/Restore Order, AT&T shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.
- 2.6.23 Unless otherwise ordered by CLEC, when CLEC orders services and network elements pursuant to this Agreement, all preassigned trunk or telephone numbers currently associated with those services and network elements shall be retained without loss of switched based features where such features exist. CLEC shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.
- 2.6.24 Completion Notification. Upon completion of a service request submitted electronically, and once AT&T's systems determine that the service order is completed, AT&T shall submit to CLEC, via the same electronic interface used to submit the LSR, a completion notification that complies with the OBF/LSOG business rules and ATIS models, as adopted by the CMP. .
- 2.6.25 Subject to the same exclusions that apply to AT&T's delivery of a FOC, CLEC shall use commercially reasonable efforts to return a FOC to AT&T, for purposes of porting a number for noncomplex orders, within forty-eight (48) hours exclusive of Saturdays, Sundays and Holidays, after CLEC's receipt from AT&T of a valid LSR.
- 2.6.26 Subject to the same exclusions that apply to AT&T's delivery of a Reject Response, CLEC shall use commercially reasonable efforts to provide a Reject Response to AT&T, for noncomplex orders, within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays, after AT&T's submission of an LSR which is incomplete or incorrectly formatted.
- 2.7 Maintenance and Repair. CLEC may report and monitor service troubles and obtain repair services from AT&T via electronic interfaces. AT&T provides several options for electronic trouble reporting and monitoring, including, but not limited to CPSS-TA and the following interfaces. For exchange services, Electronic Bonding for Trouble Administration-GUI (EBTA-GUI) . In addition, AT&T offers an industry standard, machine-to-machine Electronic Communications Trouble Administration ("ECTA") Gateway interface. For designed services, AT&T provides nondiscriminatory trouble reporting via the

ECTA Gateway. AT&T provides CLEC an estimated time to repair, as appropriate, on trouble reports. Requests for trouble repair are billed in accordance with the provisions of this Agreement. AT&T service technicians provide to CLEC and its customers repair service that is nondiscriminatory in relation to that provided to AT&T and its customers and shall receive response time priority that is at least equal to that of AT&T and its similarly situated customers. AT&T will employ the Telecommunications Service Priority (“TSP”) System in its restoration of National Security and Emergency Preparedness (“NS/EP”) telecommunications services.

- 2.7.1 AT&T and CLEC agree to adhere to AT&T’s Operational Understanding. The Operational Understanding may be assessed via the Internet at AT&T’s CLEC Online website. For services provided through resale, AT&T agrees to provide CLEC with scheduled maintenance for residence and small business customers consistent with the Operational Understanding available at AT&T’s CLEC Online website. AT&T agrees to provide CLEC notification of Central Office conversions via AL.
- 2.7.2 Maintenance charges for premises visits by AT&T technicians shall be billed by CLEC to its customer, and not by AT&T. The AT&T technician shall: (i) contact CLEC for authorization; (ii) provide an estimate of time and materials required to CLEC; and (iii) notify CLEC if a subsequent visit is required. If additional premises work is required that cannot be performed on that visit, AT&T shall call CLEC to schedule another premises visit. Wherever possible, AT&T will schedule appointments while a technician is at the premises with the customer on the line so that CLEC can schedule a new appointment with AT&T and customer at the same time.
- 2.7.2.1 AT&T will bill maintenance charges for premises visits to CLEC in accordance with the provisions of this Attachment.
- 2.7.3 When maintenance charges are incurred during premises visits, the AT&T technician shall present the customer with a copy of a nonbranded warranty page that has the order number or trouble ticket number and date on it. If additional work will be necessary, AT&T shall make an additional appointment with CLEC’s customer.
- 2.7.4 AT&T shall provide CLEC with access to a user interface which is functionally equivalent to the interface used by AT&T’s retail maintenance and repair centers for processing trouble reports.
- 2.7.5 AT&T supports the machine-to-machine maintenance and repair interface defined by the ANSI National Standards (T1.227, T1.228 and T1.262). Upon completion of a Joint Implementation Agreement (“JIA”) with AT&T, CLEC shall have access to this interface.

- 2.7.5.1 In addition to systems and interfaces currently available, AT&T may provide CLEC access to other maintenance and repair interfaces (as the result of the CMP or other stimuli) whose functionality matches the corresponding documentation published on the AT&T CLEC web site at AT&T's CLEC Online website. Such interfaces shall not replace current interfaces prior to being addressed through CMP.
- 2.7.6 AT&T shall make every reasonable effort to notify CLEC upon completion of a trouble report. AT&T will close out trouble reports in accordance with SQM M&R-3.
- 2.7.7 CLEC may enter a trouble report with AT&T when a central office feature or function is not performing. If CLEC's circuit/telephone number that is in trouble is riding a trunk that belongs to another carrier, CLEC can submit a central office features trouble report if the circuit/telephone number has switch translations on it.
- 2.7.8 AT&T shall advise CLEC of known central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of trouble report issuance. AT&T shall notify CLEC of switch failures pursuant to the Disaster Recovery Plan in Attachment 10 of this Agreement if applicable. CLEC will also be notified of FCC reportable events after having subscribed to the CLEC email list server in accordance with the Operational Understanding located at AT&T's CLEC Online website. AT&T agrees to provide an Estimated Time To Repair ("ETTR"), an appointment time or commitment time, as appropriate, on all trouble reports. The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for restoration, if known. In addition, each Party will provide notification as soon as reasonably practical.
- 2.7.9 AT&T will call the CLEC maintenance and repair center with notification in the event that a AT&T maintenance and repair technician is unable to keep a scheduled repair visit within the same time frames AT&T provides such notice to itself, its own customers, its affiliates and to any other CLEC. If a scheduled repair visit is missed, CLEC may escalate to AT&T for expedited repair and a revised estimated completion time.
- 2.7.9.1 Repair appointments missed due to AT&T's fault are subject to the SQM M&R-1.
- 2.7.10 Chronic Problems. Chronic repair problems will receive specialized handling by AT&T's Wholesale Customer Maintenance Center (WCMC) Chronic Group personnel. AT&T performs maintenance analysis for chronic problems by reviewing historical trouble tickets. The chronic resolution process is for a network element, service or facility on which three (3) or more trouble tickets have been closed in a thirty (30) calendar day period, obscure or intermittent

conditions or upon reasonable request by CLEC. If the analysis indicates a chronic condition exists, a chronic maintenance report will be initiated.

- 2.7.10.1 The Chronic Group will then perform a detailed analysis of the chronic maintenance report. The chronic resolution process could involve the following:
- Request for service release times
 - Circuit monitoring
 - Circuit stress testing
 - Joint CLEC/AT&T testing
 - Component repair
 - Referral to CLEC for resolution
- 2.7.10.2 Once the chronic condition is resolved, the chronic maintenance report will be closed. If CLEC is involved in the chronic process, notification will be provided to CLEC. When CLEC determines that a chronic condition regarding a circuit or service exists, a request may be made to the WCMC Chronic Group for review. The WCMC center will open a chronic maintenance report and perform a chronic resolution procedure. CLEC should provide any test results associated with the reported service at the time the chronic request is made.
- 2.7.10.3 The chronic process is not intended for resolving immediate trouble conditions. The resolution period will vary based on the complexity of isolating the problem. Immediate trouble conditions should be handled through the normal maintenance reporting process. A status will be provided on all CLEC-initiated chronic requests and will be closed with a call to CLEC's maintenance service center. Once a chronic trouble has been repaired, it remains on a monitoring list for thirty (30) calendar days to ensure the problem has been corrected. Subsequent problems with a chronic circuit are handled on the original chronic ticket, allowing the customer to work from an existing ticket rather than open a new one each time they experience errors.
- 2.7.10.4 CLEC can access circuit layout and design information regarding a loop through the Loop Makeup Inquiry and through the Design Layout Report. Such information shall include, but not be limited to, loop length, gauge of wire used, location of bridge taps, and indication of 4-wire or 2-wire loops. To the extent AT&T's installation and repair personnel have such records or information, AT&T will inform CLEC of tip/ring reversal, recent engineering changes and loop loss measurements regarding the loop.
- 2.8 Change Management. AT&T provides a collaborative process for change management of the electronic interfaces through the CMP. Guidelines for this process are set forth in the CMP document. The CMP document may be accessed via the Internet at AT&T's CLEC Online website. Such CMP will provide CLEC with an opportunity to comment on proposed changes and time for AT&T to consider and modify its proposals based on those comments.

- 2.8.1 AT&T will provide advance notification prior to issuing new versions of AT&T's documentation changes, including business rule changes, as described in the process flows at AT&T's CLEC Online website.
- 2.9 Electronic Interfaces. AT&T's Versioning Policy is part of the CMP. Pursuant to the CMP, AT&T will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to CLEC, is set forth in the CMP document. The CMP document may be accessed via the Internet at AT&T's CLEC Online website.
- 2.9.1 Rates. AT&T shall bill CLEC OSS rates pursuant to the terms, conditions and rates for OSS as set forth in the Pricing Schedule. CLEC shall bill AT&T a single manual OSS charge per LSR associated with the "port back" of a telephone number to AT&T as set forth in the Pricing Schedule, until such time as electronic ordering is provided by CLEC to AT&T at which time the applicable electronic OSS charge set forth in the Pricing Schedule would apply. To the extent that CLEC performs another OSS function for AT&T that AT&T performs for CLEC, the Parties shall amend this Agreement to include such function subject to the same rates, terms and conditions that apply to AT&T under this Agreement.
- 2.9.1.1 The electronic OSS Charges rather than the manual ordering charges shall apply to a local service request submitted by CLEC when AT&T's electronic interface normally utilized by CLEC is unavailable for reasons other than scheduled maintenance. In order to receive the electronic OSS charge CLEC must follow the procedure outlined in AT&T's CLEC Handbook, AT&T's CLEC Online website.
3. MISCELLANEOUS
- 3.1 Customer Migration. Neither AT&T nor CLEC shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2 Use of Facilities. When a customer of CLEC elects to discontinue service and to transfer such service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to CLEC by AT&T. In addition, where AT&T provides local switching, AT&T may disconnect and reuse facilities when the facility is in a denied state (i.e., service is no longer being provided over the local loop but the switch translations and interoffice facilities have not been disconnected) and AT&T has received a request to establish new service or transfer service from a customer or a customer's CLEC at the same address served by the denied facility. AT&T will notify CLEC that such a request has been processed after the disconnect order has been completed. Such notification will be provided via CLEC's line loss notification report which can be provided via electronic interface and is updated on a daily basis except for Sundays.
- 3.3 Contact Numbers. The Parties agree to provide one another with toll-free (e.g., 1-800#) contact numbers for the purpose of addressing issues related to ordering,

provisioning, and maintenance and repair of services. AT&T shall provide the contact number through AT&T's Internet site: AT&T's CLEC Online website. CLEC shall provide a contact number that is separate and distinct from that provide to CLEC's customers. In addition, AT&T shall provide access to assistance for technical issues other than OSS training inquiries such as connectivity and passwords related to its OSS interfaces. Such assistance will be available twenty-four (24) hours a day, seven (7) days a week via designated telephone number for inquiries and e-mail/web form (the request can be submitted either way) with guaranteed response within an hour.

- 3.4 Subscription Functions. In cases where AT&T performs subscription functions for an interexchange carrier ("IXC") (i.e., PIC and LPIC changes), AT&T will provide the affected IXCs with the Operating Company Number ("OCN") of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.
- 3.5 Service Arrangement Reconfiguration. AT&T shall reconfigure (company initiated activity ("CIA") or central office conversion) the CLEC service arrangements of CLEC's customer for Resale services, custom UNEs or Combinations in accordance with the FCC's rules regarding Notice of Network Change, 47 C.F.R. 51.325 *et seq.* as well as the procedures described in the Operational Understanding located AT&T's CLEC Online website provided such reconfigurations and procedures comply with applicable FCC and Commission rules and orders. This provision shall not allow AT&T to change the type of service ordered by CLEC (i.e. Resale, UNE or Combination) to another type of service as a result of such reconfiguration.
- 3.6 Intercept Referral Messages. The Parties shall provide an intercept referral message for the same period of time that AT&T currently provides such a message for its own customers. The intercept message shall be similar in format to the intercept referral message currently provided by AT&T for its own customers.
- 3.7 Installation/Service Visits/Additional Work. Each Party shall train and direct its employees who have contact with customers of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's customers.
 - 3.7.1 Any written "leave behind" materials that AT&T technicians provide to CLEC customers shall be non-branded materials that do not identify the work being performed as being by AT&T. These materials shall include, without limitation, non-branded forms for the customer and non-branded "not at home" cards.
- 3.8 Escalation Procedures and Contacts. AT&T's escalation practices are provided in AT&T's CLEC Online website.

- 3.9 Disputes Between CLEC and CLEC's customers. In general, AT&T will not become involved in disputes between CLEC and CLEC's customers. If a dispute does arise that cannot be settled without the involvement of AT&T, CLEC shall contact the designated Service Center for assistance in the dispute resolution. AT&T will make reasonable efforts to assist CLEC in as timely a manner as possible. AT&T's involvement will be limited to interfacing with CLEC's employees who are involved in the dispute resolution.
- 3.10 AT&T shall constantly work toward resolution of pre-ordering, ordering, provisioning, maintenance and repair, billing and interface issues and disputes. CLEC must contact the appropriate AT&T work center to record CLEC's issue/dispute and to work with the personnel within the center to reach final resolution. Should CLEC determine that escalation is required to reach resolution, CLEC should invoke the process appropriate for that work center as spelled out in AT&T's Operational Understanding located at AT&T's CLEC Online website.
- 3.11 The Parties will support existing NC/NCI codes to deliver the services available through this Agreement, and necessary to support all technically feasible means and levels of interconnection. The Parties will support the development of new NC/NCI codes to the extent a NC/NCI code does not exist for services available through this Agreement.
- 3.12 Project Management. Provisioning done pursuant to project management as specified in Section 8 of the LOH, located at <http://interconnection.bellsouth.com/guides/html/leo.html>, will be performed at the interval the Parties negotiated and mutually agreed to prior to the order being placed. BellSouth will offer the shortest interval available.
- 3.13 Provisioning done pursuant to project management as specified in Section 8 of the LOH will be normally be performed by project management personnel from the provisioning center. Provisioning will be performed at prices no more expensive than those prices applicable to individual service or element orders,
- 3.14 Personnel assigned by either Party to provisioning being handled on a Project Management basis shall be professional, competent, responsive and effective. Both Parties will use best efforts to resolve any problems with Project Management personnel, practices or procedures on a timely basis and in accordance with the escalation procedures set forth in this Attachment 6.
- 3.15 Continued Support of Elements or Services No Longer Offered. AT&T shall continue to support and facilitate the use of elements and services purchased by CLEC during a reasonable period of transition, and in accordance with applicable FCC and Commission rules and orders, and any applicable tariff terms. The Parties will work cooperatively and proactively to mutually agree on a seamless transition plan to alternative service arrangements.

- 3.16 Annoyance Call Center. Where AT&T provides switching, AT&T will process calls made to its Annoyance Call Center and will advise CLEC when it is determined that annoyance calls are originated from one of their customer's locations. It is the responsibility of CLEC to take the corrective action necessary up to and including the disconnection of service to its customers who make annoying calls. AT&T shall provide the same level of Annoyance Call Center service to CLEC's customers as AT&T provides to its own customers.

Attachment 7

Billing

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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 Billing. AT&T will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to CLEC under this Agreement. AT&T will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, AT&T's billing format will change to comply with standards that are finalized by the applicable industry forum.

1.1.1 For any service(s) AT&T receives from CLEC, CLEC shall continue to bill AT&T in the same format and using the same media as it did, and to the extent any services were provided, prior to this Agreement. Any changes to format or media used will be pursuant to the mutual agreement of CLEC and AT&T.

1.1.2 AT&T bills will include sufficient itemization and bill detail to identify the particular elements or services provided. AT&T shall provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those elements or services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill shall set forth the quantity and description of each such element or service billed to CLEC, including USOCs and similar information, where applicable. All charges billed to CLEC must indicate the state from which such charges were incurred except in cross boundary state situations. A listing of such cross boundary exchanges is set forth in AT&T's state specific GSST Section A3 where the serving state will be indicated.

1.1.3 The Bill Date, as defined herein, must be present on each bill transmitted by one Party to the other Party and must be a valid calendar date. Subject to Section 32.3 of the General Terms and Conditions of this Agreement, charges incurred under this Agreement, including back billing and billing disputes, are subject to a one (1) year limitations period. However, both Parties recognize that situations exist which may necessitate billing beyond one (1) year and to the extent not bound by the applicable limitations period. 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.

- 1.1.4 Any switched access charges associated with interexchange carrier access to the local exchange lines resold under Attachment 1 to this Agreement will be billed by, and due to AT&T.
- 1.1.5 AT&T will render bills each month for lines on established bill days for each of CLEC's accounts. Where feasible, AT&T shall offer to render bills in electronic format. For any other billing media formats, AT&T will offer to provide them so long as AT&T supports their generation. If CLEC requests multiple billing media or additional copies of the bills, AT&T will provide these at an additional cost as described in FCC Tariff 1 Section 13.3.6.3. To the extent CLEC supports the medium requested, additional copies of bills will be provided to AT&T upon request from AT&T at an additional cost equal to that which AT&T would impose upon CLEC.
- 1.1.6 AT&T will bill CLEC 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.
 - 1.1.6.1 For resold services provided under Attachment 1 to this Agreement, charges will be calculated on an individual customer account level, including, if applicable, any charge for usage or usage allowances. AT&T will also bill CLEC, and CLEC will be responsible for and remit to AT&T, all charges applicable to resold services including but not limited to 911 and E911 charges, customers common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
- 1.1.7 Except as otherwise forth in this Agreement, neither Party will perform billing and collection services for the other Party or the other Party's Affiliates solely as a result of the execution of this Agreement.
- 1.1.8 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, AT&T will make an adjustment to such recurring rates billed in advance and at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required under Section 1.8, and receiving certification as a local exchange carrier from the appropriate regulatory agency, CLEC will provide the appropriate AT&T Advisory Team/ Senior Carrier Account Manager the necessary documentation to enable AT&T to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to

provide telecommunications services, the appropriate Company Code (CC) or Operating Company Number (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (“LOA”), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, CLEC may not order services under a new account established in accordance with this Section 1.2 until thirty (30) calendar days after all information specified in this Section 1.2 is received from CLEC. Notwithstanding the foregoing, this Section shall have no impact on CLEC in a state, if CLEC already has established accounts with AT&T in that state including the overall CC or OCN if CLEC is operating in more than one (1) state.

- 1.2.1 Upon request from CLEC, AT&T shall provide its ACNA, CIC, OCN, and Tax Exemption Letter to establish an account for the purpose of CLEC billing to AT&T. AT&T will provide a LOA to CLEC upon the execution of this Agreement. Notwithstanding the foregoing, this Section shall have no impact on AT&T, if AT&T already has established accounts with CLEC.
- 1.2.2 OCN, CC, CIC, ACNA and BAN Changes. Except to the extent otherwise agreed to in a separate agreement between the Parties, if CLEC needs to change its ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s) under which it operates when CLEC has already been conducting business utilizing that ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s), CLEC shall bear all costs incurred by AT&T to convert CLEC to the new ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s). Such ACNA/BAN/CC/CIC/OCN conversion charges include the time required to make system updates to all of CLEC’s customer records and will be handled by the BFR/NBR process.
- 1.3 Payment Responsibility. Subject to the provisions of Section 1 of this Attachment, each Party shall be responsible for and make payment for all charges billed. Payments made by each Party to the other Party as payment on an account will be credited to the billed Party’s accounts receivable master account. Neither Party will become involved in billing disputes that may arise between the other Party and its customers.
- 1.4 Payment Due. The Payment Due Date shall be on or before the next bill date and is payable in immediately available funds. Payment is considered to have been made when received by the billing Party.
 - 1.4.1 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 1.6, below, shall apply.

- 1.5 Tax Exemption. Upon AT&T's receipt of a tax exemption certificate, the total amount billed to CLEC will not include those taxes or fees from which CLEC is exempt. CLEC will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the customer of CLEC.
- 1.6 Late Payment. Subject to the provisions of Section 1.7 below, if any portion of the payment is received by AT&T after the payment due date as set forth in Section 1.4 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 charge shall be due to AT&T. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the GSST, Section B2 of the Private Line Service Tariff or Section E2 of the Interstate Access Tariff, as appropriate. In addition to any applicable late payment charges, CLEC may be charged a fee for all returned checks as set forth in Section A2 of the GSST or pursuant to the applicable state law.
- 1.7 Suspension or Termination of Services. The procedures for suspension or termination of services are as follows:
 - 1.7.1 Except as otherwise provided for in specific provisions of this Agreement that address suspension or termination of services, each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or, in the case of resold services, improper use of the other Party's facilities or service (e.g. making calls in a manner reasonably to be expected to frighten, abuse, torment or harass another, etc.) as described under the providing Party's tariff, abuse of the other Party's facilities, or any violation or noncompliance with this Agreement and/or each Party's tariffs, where applicable. Upon detection of such use, the detecting Party will provide written notice to the other Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifteenth (15th) calendar day following the date of the notice. In addition, the detecting Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the detecting Party may terminate the provision of existing services to the other Party if such use is not corrected or ceased by the thirtieth (30th) calendar day following the date of the initial notice. Notwithstanding the foregoing, if the Party that receives the notice disagrees with the issuing Party's allegations, it shall provide written notice to the issuing Party stating the reasons therefor. Upon delivery of such notice of dispute, the foregoing provisions regarding suspension and termination will be stayed, and the Parties shall work in

good faith to resolve any dispute over such allegations and/or the action to be taken. If the Parties are unable to resolve such dispute amicably, the issuing Party shall proceed, if at all, pursuant to the dispute resolution provisions set forth in the General Terms and Conditions.

- 1.7.2 Each Party reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the Due Date, the billing Party may provide written notice to the other Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, as indicated on the notice in dollars and cents, is not received by the fifteenth (15th) calendar day following the date of the notice. In addition, the billing Party may, at the same time, provide written notice that the billing Party may discontinue the provision of existing services to the other Party if payment of such amounts, as indicated on the notice (in dollars and cents), is not received by the thirtieth (30th) calendar day following the date of the Initial Notice.
- 1.7.3 In the case of termination of services, all billed charges, as well as applicable termination charges, shall become due provided, however, if there are any disputed charges at the time of termination, the Parties will continue to pursue the resolution of the dispute. In the event that the Parties are unable to resolve the dispute, it will be resolved using the dispute resolution process.
- 1.7.4 The Parties will comply with the applicable FCC and Commission rules and orders relating to suspension, discontinuance and termination of service. Upon termination of service on the billed Party's account, such service to billed Party's customers will be denied. The billed Party is solely responsible for notifying the customers of the proposed disconnection of the service. The billing Party will reestablish service for the billed Party upon payment of all past due charges and the appropriate connection fee subject to the billing Party's normal application procedures.
- 1.7.5 Notices of suspension or termination of service will be delivered to the appropriate billing contact and/or address at the billed Party, as well as to the notice contacts specified in the General Terms and Conditions.
- 1.8 Deposit Policy. AT&T reserves the right to secure the accounts of new CLECs (entities with no existing relationship with AT&T for the purchase of wholesale services as of the Effective Date) and existing CLECs (entities with an existing relationship with AT&T for the purchase of wholesale services as of the Effective Date) with a suitable form of security pursuant to this Section. CLEC may satisfy the requirements of this Section through the presentation of a payment guarantee with terms acceptable to AT&T executed by a company with a credit rating of greater than or equal to 5A1. Upon request, CLEC shall complete a credit profile and provide in the form attached hereto as Exhibit B.

- 1.8.1 With the exception of new CLECs with a D&B credit rating equal to 5A1, AT&T may secure the accounts of all new CLECs consistent with the terms set forth in subsection 1.8.2. Further, if CLEC has filed for bankruptcy protection within twelve (12) months prior to the Effective Date of this Agreement, AT&T may treat CLEC, for purposes of establishing security on its accounts, as a new CLEC as set forth in subsection 1.8.5.
- 1.8.2 The security required by AT&T shall take the form of cash, an Irrevocable Letter of Credit (AT&T Form or substantially similar in substantive parts to the AT&T Form), Surety Bond (AT&T Form or substantially similar in substantive parts to the AT&T Form).
- 1.8.3 The amount of the security shall not exceed two (2) month's estimated billing for new CLECs or actual billing for existing CLECs. Interest shall accrue per the appropriate AT&T tariff on cash deposits.
- 1.8.4 Any such security shall in no way release CLEC from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in Section 2.
- 1.8.5 AT&T may secure the accounts of existing CLECs where an existing CLEC does not meet the following factors:
 - 1.8.5.1 CLEC must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than 10% of the non-disputed receivable balance is received over thirty (30) calendar days past the Due Date.
 - 1.8.5.2 The existing CLEC's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four (4) quarters of financials (at least one of which must be an audited financial report) excluding any nonrecurring charges or special restructuring charges.
 - 1.8.5.3 If the existing CLEC has a current bond rating, such CLEC must have a bond rating of BBB or above or the existing CLEC has a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four (4) quarters of reported financials:
 - 1.8.5.3.1 Free cash flow positive;
 - 1.8.5.3.2 Positive tangible net worth; and
 - 1.8.5.3.3 Debt/tangible net worth rating of 2.5 or better.
- 1.8.6 Subject to Section 1.8.7 following, in the event CLEC fails to remit to AT&T any deposit requested pursuant to this Section within thirty (30) calendar days of

CLEC's receipt of such request, service to CLEC may be terminated in accordance with the terms of Section 1.7 and subtending sections of this Attachment, and any security deposits will be applied to CLEC's account(s).

- 1.8.7 The Parties will work together to determine the need for or amount of a reasonable deposit. If the Parties are unable to agree on a request for additional amounts or a deposit refund, either Party may file a petition for resolution of the dispute and both Parties shall cooperatively seek expedited resolution of such dispute. During the pendency of such a proceeding, the Commission may, with reasonable discretion, require posting of a bond for 50% of the disputed amount during the pendency of the proceeding.
- 1.8.8 At any such time as the provision of services to CLEC is terminated pursuant to Section 1.7, the amount of the deposit will be credited against CLEC's account(s) and any credit balance that may remain will be refunded immediately.
- 1.8.9 Subject to a standard of commercial reasonableness, if a material change in the circumstances of CLEC so warrants and/or gross monthly billing has increased more than 25% beyond the level most recently used to determine the level of security deposit, AT&T reserves the right to request additional security subject to the criteria set forth herein this Section 1.8.
- 1.8.10 AT&T shall refund, release or return any security, including all accrued interest, if any, within thirty (30) calendar days of its determination that such security is no longer required by the terms of this Section 1.8 or within thirty (30) calendar days of CLEC establishing that it satisfies the standards set forth in Section 1.8.5. CLEC may make the requisite showing in a letter directed to the Notices recipients set forth in the General Terms and Conditions of this Agreement. CLEC shall attach supporting financial reports to such letter and such documents shall be accorded confidential treatment, in accordance with Section 12 of the General Terms and Conditions, unless such documents are otherwise publicly available.
- 1.9 Notices. All bills and notices regarding billing matters, including notices relating to security deposits, suspension or termination of services, and rejection of additional orders shall be forwarded to the billing contacts and/or addresses designated by each Party in the establishment of its billing accounts.
- 1.9.1 Upon request of CLEC, AT&T's Initial Notice to CLEC that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by the fifteenth (15th) calendar day following the date of the notice will be supplied to CLEC's billing contact and to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement (such notice sent to the individual(s) listed in the Notices provision of the General Terms and Conditions

of this Agreement shall be provided as a stand-alone document and shall not be accompanied by bills that may be generated concurrently with the notice, unless such individual(s) also serves as a billing contact). CLEC shall notify AT&T's billing department of any changes to the Notices contact(s). Notices of security deposits and termination of services also shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement. Such notices must be sent in accordance with the time frames set forth in Section 1.7.

2. BILLING DISPUTES

- 2.1 Each Party agrees to notify the other Party in writing electronically upon the discovery of a billing dispute. Each Party shall report all billing disputes to the other Party pursuant to the procedures set forth in the CLEC Handbook posted on AT&T's CLEC Online web site.
 - 2.1.1 All Valid Disputes, as defined in Section 2.2 below, shall be posted so as to remove disputed amounts from the collections process prior to that process being initiated.
 - 2.1.2 The Parties shall engage in mutually agreed upon meetings, if requested by either Party, to discuss the status of the open disputes. If the billed Party disagrees with the resolution of the dispute by the billing Party, the Parties agree to use the existing escalation procedures between the Parties to resolve the dispute. If the Parties are unable to resolve the dispute through escalation, either Party may initiate the dispute resolution process.
 - 2.1.3 To the extent necessary in order to resolve billing disputes, the Parties shall engage in face-to-face meetings no more frequently than every six (6) months, unless otherwise mutually agreed by the Parties, for the purpose of resolving billing disputes. Unless otherwise mutually agreed upon by the Parties the meeting shall be held at a mutually convenient time at an AT&T location, selected by AT&T, to which CLEC agrees to travel at its expense.
 - 2.1.4 In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the bill due date. . If the Parties are unable within the sixty (60) calendar day period to reach resolution, then the unresolved dispute will be resolved in accordance with the dispute resolution provisions in the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and, to the extent possible, supported by relevant, written documentation (including e.g. reference to or copies of the relevant bill pages), which clearly shows the basis for disputing charges (Valid Dispute). Examples of written document considered relevant include, but are not

limited to: the number of minutes the disputing Party believes were properly and improperly billed, the rate the disputing Party believes was erroneously applied and that which it believes was applicable, the factor the disputing Party believes was erroneously applied and that which it believes was applicable, etc. All reasonable requests for additional relevant information made by one Party to another shall be honored. The billed Party may withhold payment of such disputed amounts but late payment charges and interest will be assessed per Section 2.4 below, pending resolution of the dispute. These late payment charges must be disputed until the initial dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make payment of any of the disputed amount owed to the billing Party within thirty (30) calendar days. If the billing dispute is resolved in favor of the billed Party, any credits due to the billed Party, pursuant to the billing dispute, will be applied to the billed Party's account by the billing Party within thirty (30) calendar days.

- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge where applicable, shall be assessed. Such late payment charge shall be calculated in accordance with Section 1.6. There will be no late payment charges on disputed amounts, if the withholding Party prevails in the billing dispute.

3. COOPERATION IN SUPPLYING BILLING INFORMATION

- 3.1 AT&T shall cooperate with and provide all information reasonably requested by CLEC to aid in the accurate and timely billing of access and reciprocal compensation (including compensation for ISP-bound traffic) to AT&T and any third party carriers, including AT&T Affiliates.

4. INTERCOMPANY SETTLEMENTS MESSAGES.

- 4.1 Intercompany Settlements messages facilitate the settlement of revenues associated with traffic originated from or billed by CLEC as a facilities based provider of local exchange telecommunications services outside the AT&T region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between CLEC and the involved company(ies), unless that company is participating in NICS.
- 4.2 Both traffic that originates outside the AT&T region by CLEC and is billed within the AT&T region, and traffic that originates within the AT&T region and is billed outside the AT&T region by CLEC, is covered by CATS. Also covered is traffic

that either is originated by or billed by CLEC involves a company other than CLEC, qualifies for inclusion in the cats settlement, and is not originated or billed within the AT&T region (NICS).

- 4.3 Once CLEC is operating within the AT&T territory, revenues associated with calls originated and billed within the AT&T region will be settled via NICS.
- 4.4 AT&T will receive the monthly NICS reports from Telcordia on behalf of CLEC. AT&T will distribute copies of these reports to CLEC on a monthly basis.
- 4.5 AT&T will receive the monthly CATS reports from Telcordia on behalf of CLEC. AT&T will distribute copies of these reports to CLEC on a monthly basis.
- 4.6 AT&T will collect the revenue earned by CLEC from the Bell Operating Company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of CLEC. AT&T will remit the revenue billed by CLEC to the bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on CLEC. These two amounts will be netted together by AT&T and the resulting charge or credit issued to CLEC monthly via a monthly carrier access billing system (cabs) miscellaneous bill. 4.7 AT&T will collect the revenue earned by CLEC within the AT&T territory from another CLEC also within the AT&T territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of CLEC. AT&T will remit the revenue billed by CLEC within the AT&T region to the CLEC also within the AT&T region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by AT&T and the resulting charge or credit issued to CLEC monthly via a monthly cabs miscellaneous bill.
- 4.8 AT&T and CLEC agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

5. UNBILLABLE REVENUE (ODUF/EODUF)

5.1 RECORDING FAILURE(S)

- 5.1.1 When AT&T carries or switches calls and loses or fails to make a recording, regardless of whether CLEC or AT&T are performing the billing function, AT&T shall notify CLEC of the amount of estimated CLEC unbillable revenue in accordance with section 5.3. AT&T shall compensate CLEC for this unbillable revenue within three (3) bill periods. Such compensation shall be net of revenue AT&T demonstrates it would have received for services provided to, if any, but for which AT&T could not render bills as a result of any recording loss(es). The term “unbillable” refers to a message or service that cannot be billed to the correct CLEC customer.

5.2 LOST, DAMAGED, OR DESTROYED MESSAGE DATA

5.2.1 When CLEC message data is lost, damaged, or destroyed as a result of AT&T error or omission, including but not limited to, the acts or omissions of AT&T employees, agents and suppliers, and the failures of AT&T hardware, software and other AT&T equipment, when AT&T is performing the billing and/or recording function, and the data cannot be recovered or resupplied within two (2) bill periods, AT&T shall notify CLEC of the estimated amount of CLEC unbillable revenue in accordance with section 5.3. AT&T shall compensate CLEC for this unbillable revenue within three (3) bill periods.

5.2.2 When CLEC message data is lost, damaged, or destroyed as a result of AT&T error or omission, including but not limited to, the acts or omissions of AT&T employees, agents and suppliers, and the failures of AT&T hardware, software and other AT&T equipment, when CLEC is performing the billing and/or recording function, and the data cannot be recovered or resupplied within two (2) bill periods, AT&T shall notify CLEC of the estimated amount of CLEC unbillable revenue in accordance with section 5.3 of this attachment. AT&T shall compensate CLEC for the net loss to CLEC within three (3) bill periods.

5.3 DETERMINATION OF LOSSES.

5.3.1 Material Loss. AT&T shall review its daily controls to determine if data has been lost. the message threshold (5000 (this is the number of messages on the switch for all carriers including inter and intraLATA as well as local) messages within the missing data period) used by AT&T to determine if there has been a material loss of its own messages will also be used to determine if a material loss of CLEC's messages has occurred. a nonmaterial loss will not be reported and any unbillable revenues will not be credited to CLEC when it is known that there has been a material loss, actual message and minute volumes should be reported if possible. Where actual data is not available, a full day shall be estimated for the recording entity as outlined in the section 5.3.2 below. The loss is then determined by subtracting recorded data, if any is available, from the estimated total day's business.

5.3.2 Estimated volumes. From message and minute volume reports for the entity experiencing the loss, AT&T shall secure message/minute counts for the corresponding day of the week for eight (8) weeks preceding the week in which the loss occurred. AT&T shall apply the appropriate average revenue per message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.

5.3.3 Complete Loss. Estimated message and minute volumes for each loss consisting of an entire/tape or file lost in transit, lost after receipt, degaussed before processing, received blank or unreadable, etc. shall be reported. Also the loss of

one or more boxes of operator tickets shall be estimated and reported if applicable.

- 5.3.4 AT&T shall notify CLEC in advance of the date of monthly billing statement that shall contain such adjustments. AT&T shall provide sufficient information to allow CLEC to analyze the data supporting AT&T's estimate of revenue due to CLEC.


BELLSOUTH
Interconnection Services
Credit Profile**Return by Fax to: 404-986-0166**

| | | | |
|---|--|--|--------------------------------------|
| Complete, sign and fax to: 404-986-0166 Attention: Business Credit Management | | Estimated Monthly billing with BellSouth \$ _____ | |
| For questions concerning this application call 888-634-4114 | | New customer <input type="checkbox"/> Existing customer <input type="checkbox"/> | |
| Please Print And Complete All Information. | | Attach Copy of Fiscal Audited Statement (if available) | |
| Type of Business Applying For: | | | |
| <input type="checkbox"/> Local (Resale) | <input type="checkbox"/> Facility Based | <input type="checkbox"/> Payphone Services Provider (# of lines in the first 6 months) _____ | |
| <input type="checkbox"/> Access | <input type="checkbox"/> CMRS (Wireless) | <input type="checkbox"/> Other _____ | |
| Company Information | | | |
| Business Name (Legal Name) | | Doing Business As (Trade Style) | |
| Please Check One: | | | |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole-Proprietor | <input type="checkbox"/> Other _____ |
| Street Address | | City | State Zip |
| Corporate Office Location (If different from above) | | City | State Zip |
| (Area Code) Telephone Number | (Area Code) Fax Number | E mail address of business | |
| Are you presently a Bellsouth Customer in another area of business? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Contact name for additional information (if needed) | | | |
| Contact e mail address: | | | |
| Officer's Names and e mail address | | | |
| President | CFO | CEO | |
| Company History | | | |
| Year Business Established | Principal Business of Firm | Company Web Site: | |
| Business Credit References | | | |
| Company Name | | City | State (Area Code) Telephone Number |
| Account Number | Contact Name | | |
| Company Name | | City | State (Area Code) Telephone Number |
| Account Number | Contact Name | | |
| Company Name | | City | State (Area Code) Telephone Number |
| Account Number | Contact Name | | |
| Bank Reference | | | |
| Bank Name | | City | State Account Number |
| Banking Officer | | (Area Code) Telephone Number | (Area Code) Fax Number |
| I hereby authorize you to release to BellSouth now or in the future any and all information, which they may request concerning my account. I understand that such information will be held strictly confidential and will remain BellSouth's property whether or not credit is extended. I understand that security may be required by BellSouth to establish service. I certify that the above information provided for this credit profile is true and correct to the best of my knowledge. | | | |
| Signature (Authorized Individual Only) | | Print Name | Date (MM/DD/YYYY) |

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

AT&T will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by AT&T pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with AT&T.

Attachment 9

Performance Measurements and Associated Remedies

PERFORMANCE MEASUREMENTS AND ASSOCIATED REMEDIES

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements and any associated remedies or enforcement mechanisms (including SEEM measures and payments) in a proceeding applicable to all CLECs generally, AT&T shall implement in that state such Performance Measurements and any associated remedies or enforcement mechanisms (including SEEM measures and payments) as of the date specified by the Commission. Performance Measurements and any associated remedies or enforcement mechanisms (including SEEM measures and payments) that have been ordered in a particular state can currently be accessed via the internet at <https://clec.att.com/clec/>. Nothing in this Attachment 9 shall supercede a Party's right to other remedies or legal recourse available under other provisions of this Agreement, the Act and Applicable Law; provided, however, that the payment of any associated remedies or enforcement mechanisms to each CLEC shall be credited against any liability associated with or related to AT&T's service performance and shall not be considered an admission against interest or an admission of culpability or liability in any legal, regulatory or other proceeding, nor constitute evidence that AT&T failed to comply with or has violated any state or federal law or regulation.

Attachment 10

AT&T Disaster Recovery Plan

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PURPOSE

In the unlikely event of a disaster occurring that affects AT&T's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (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 Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. 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. SINGLE POINT OF CONTACT

When a problem is experienced, that affects AT&T's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), the AT&T Global Network Operations Center (GNOC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the operability of AT&T's network; and, in the event that a switch or facility node is lost, the GNOC will attempt to circumvent the failure using available reroutes.

The Single Point of Contact the CLEC should engage can be found at the AT&T Prime Access website. URL: <https://primeaccess.att.com/>. Section: Customer Service-ECO and select Birmingham, AL Wholesale Customer Maintenance Center (WCMC). The WCMC will be responsible for identifying and engaging the appropriate work groups within AT&T needed to resolve the issue.

3. IDENTIFYING THE PROBLEM

During the early stages of problem detection, the GNOC 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 GNOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the AT&T Network Reliability Center (NRC) and GNOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NRC and GNOC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the NRC. Traffic controls will continue to be applied by the GNOC until facilities are re-established. As equipment is made available for service, NRC and GNOC 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. THE EMERGENCY CONTROL CENTER (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. 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 Central Office 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 Central Office

When AT&T loses a Central Office, 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 immediately prior to the emergency;

e) **Begin restoring service, on a parity basis, to other customers served by CLECs or AT&T.**

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When AT&T loses a Central Office 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 immediately 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.);**
- g) **Begin restoring service, on a parity basis, to other customers served by CLECs or AT&T.**

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) **Inventorizing 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 immediately 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.**

f) **Begin restoring service, on a parity basis, to other customers served by CLECs or AT&T.**

5.3 COMBINED OUTAGE (CLEC AND AT&T EQUIPMENT)

In some instances, a disaster may impact AT&T equipment as well as the CLEC equipment. 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. 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. If information to facilitate billing among Carriers needs to be established, the Parties shall negotiate in good faith a resolution of such identification, information and billing issues and may use traffic figures averaged over the most recent three (3) month period as a proxy taking into account known or expected deviations during the recovery period.

7. 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)**
- GNOC - Global Network Operations Center**
- NMC - Network Management Center**
- SWC - Serving Wire Center (AT&Tswitch)**
- T1 - Facility that carries 24 circuits**
- TSP - Telecommunications Service Priority**

8. 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 by 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 will be regularly updated and can also be found on line at http://wholesale.att.com/alerts_and_notifications/network/disaster/mdrs/des_resp.html. Information concerning Mechanized Disaster Reports can also be found at this website.

9.0 AT&T 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.

10. Centers and Successors Centers

All references to specific centers and its locations shall refer to that center or its successor center and its location.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 BONA FIDE REQUEST

- 1.1 The Parties agree that CLEC is entitled to order any network element, interconnection option, or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (“BFR”) is to be used when CLEC makes a request of AT&T to provide a new or modified network element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.
- 1.2 A BFR shall be submitted on the BFR Application Form located on the AT&T CLEC Online web site by CLEC and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. Such a request shall also include CLEC’s designation of the request as being pursuant to the Telecommunications Act of 1996 (*i.e.*, a BFR). The request shall be sent to CLEC’s designated AT&T sales contact or Senior Carrier Accounts Manager.
- 1.3 Within two (2) business days of receipt of a BFR, AT&T shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, AT&T may reasonably request additional information from CLEC at any time during the processing of the BFR.
- 1.4 Within thirty (30) business days of AT&T’s receipt of the BFR, if preliminary analysis of the requested BFR is not of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the BFR, AT&T shall respond to CLEC by providing a preliminary analysis of the new or modified network element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that AT&T will offer access to the new or modified network element, interconnection option or service option or confirm that AT&T will not offer the new or modified network element, interconnection option or service option.
- 1.5 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that AT&T will offer the new or modified network element,

interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted AT&T departments, determination of required resources, project management resources, etc. (“Development Rate”) including a general breakdown of such costs associated with the network element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that AT&T will not offer the new or modified network element, interconnection option or service option, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified network element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If AT&T cannot provide the network element, interconnection option or service option by the requested date, AT&T shall provide an alternative proposed date together with a detailed explanation as to why AT&T is not able to meet CLEC’s requested date.

- 1.6 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if AT&T determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the BFR, AT&T shall notify CLEC within ten (10) business days of AT&T’s receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to AT&T’s extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR/NBR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If CLEC accepts the complex request evaluation fee proposed by AT&T, CLEC shall submit such fee within thirty (30) business days of AT&T’s notice that a complex request evaluation fee is required. Within thirty (30) business days of AT&T’s receipt of the complex request evaluation fee, AT&T shall respond to CLEC by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.
- 1.7 CLEC may cancel a BFR at any time. If CLEC cancels the request within ten (10) business days after submitting the BFR request, no charges will be incurred. If CLEC cancels the BFR within thirty (30) business days

after receipt of AT&T's preliminary analysis, AT&T shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

- 1.8 CLEC will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If CLEC fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled.
- 1.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified network element, interconnection option or service option quoted in the preliminary analysis.
- 1.9 Notwithstanding any other provision of this Agreement, AT&T shall propose a firm price quote, including the firm Development Rate, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of CLEC's accurate BFR application for a network element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of CLEC's accurate BFR application for a new or modified network element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of CLEC's accurate BFR application for a new or modified network element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.
- 1.10 CLEC shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimated Development Rate and/or nonrecurring rate for the new or modified network element, interconnection option or service option not ordered by the FCC or Commission, AT&T will credit CLEC's account for the difference.
- 1.11 Unless CLEC agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.

- 1.12 If CLEC believes that AT&T's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. Any such arbitration applicable to network element, interconnection option and/or service option pricing shall be conducted in accordance with standards prescribed in Sections 251 and 252 of the Act. While the dispute is pending, CLEC shall have the option of requesting AT&T to provide the network element, interconnection option or service option subject to a retroactive pricing true up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. AT&T will provide a cost study upon request after the firm quote.
- 1.13 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the BFR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 1.14 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.
- 2.0 **NEW BUSINESS REQUEST**
- 2.1 CLEC also shall be permitted to request the development of new or revised facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request ("NBR") is to be used by CLEC to make a request of AT&T for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the AT&T network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement ("Requested NBR Services") and is not required by the Act.
- 2.2 An NBR shall be submitted in writing by CLEC and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. The request shall be sent to CLEC's designated AT&T sales contact or Local Contract Manager.

- 2.3 Within two (2) business days of receipt of an NBR, AT&T shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR And shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, AT&T may reasonably request additional information from CLEC at any time during the processing of the NBR.
- 2.4 If the preliminary analysis of the requested NBR is not of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, AT&T shall respond to CLEC by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that AT&T will offer access to the Requested NBR Services or confirm that AT&T will not offer the Requested NBR Services.
- 2.4.1 If the preliminary analysis states that AT&T will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If AT&T cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why AT&T is not able to meet CLEC's requested date. If the preliminary analysis states that AT&T will not offer the Requested NBR Services, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested NBR Services.
- 2.5 If AT&T determines that the preliminary analysis of the requested NBR is of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the NBR, AT&T shall notify CLEC within ten (10) business days of AT&T's receipt of the NBR that a complex request evaluation fee will be required prior to the evaluation of the NBR. Such fee shall be limited to AT&T's extraordinary expenses directly related to the complex request. If CLEC accepts the complex request evaluation fee amount proposed by AT&T, CLEC shall submit such complex request evaluation fee within thirty (30) business days of AT&T's notice that a complex request evaluation fee is required.
- 2.6 Within thirty (30) business days of AT&T's receipt of the complex request evaluation fee, AT&T shall respond to CLEC by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR.
- 2.7 CLEC may cancel an NBR at any time. If CLEC cancels the NBR within ten (10) business days after submitting the NBR, no charges will be incurred. If CLEC cancels the NBR within thirty (30) business days after

receipt of AT&T's preliminary analysis, AT&T shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 2.6, minus those costs included in the fee that have not been incurred as of the date of cancellation.

- 2.8 CLEC will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR. If CLEC fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.9 AT&T shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate and a detailed implementation plan within ten (10) business days of receipt of CLEC's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of CLEC's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.
- 2.10 CLEC shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, AT&T will credit CLEC's account for the difference.
- 2.11 Unless CLEC agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.
- 2.12 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the NBR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required

and the Parties shall negotiate such agreement or amendment in good faith.

| Pricing Sheet - Florida | | | | | | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic Add'l | Incremental Charge - Manual Svc Order vs. Electronic Add'l | Incremental Charge - Manual Svc Order vs. Electronic Add'l | Incremental Charge - Manual Svc Order vs. Electronic Add'l |
|---|--|--------|------|-----|-------|------------|--------------------|--------------------|-------------------------|----------------------------------|--------------------------------------|--|--|--|--|
| CATEGORY | RATE ELEMENTS | Market | Zone | BCS | USOC | RATES(\$) | | | | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| | | | | | | Rec | Nonrecurring First | Nonrecurring Add'l | Nonrecurring Disconnect | | | | | | |
| RESALE APPLICABLE DISCOUNTS | | | | | | | | | | | | | | | |
| | Residence % | | | | | 21.83 | | | | | | | | | |
| | Business % | | | | | 16.81 | | | | | | | | | |
| | CSAs % | | | | | 16.81 | | | | | | | | | |
| OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES" | | | | | | | | | | | | | | | |
| 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) - Retail Only | | | | SOMEC | 3.50 | 0.00 | 3.50 | 0.00 | | | | | | |
| | OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Retail Only | | | | SOMAN | 19.99 | 0.00 | 19.99 | 0.00 | | | | | | |
| ODU/EDU/DS SERVICES | | | | | | | | | | | | | | | |
| OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | |
| | ODUF Recording, per message | | | | | 0.000071 | | | | | | | | | |
| | ODUF Message Processing, per message | | | | | 0.002146 | | | | | | | | | |
| | ODUF Message Processing, per Message Tone Provisioned | | | | | 35.91 | | | | | | | | | |
| | ODUF Data Transmission (CONNECT DIRECT), per message | | | | | 0.00010775 | | | | | | | | | |
| ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | |
| | EODUF Message Processing, per message | | | | | 0.050698 | | | | | | | | | |
| SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR/LCC) | | | | | | | | | | | | | | | |
| | Selective Routing Per Unique Line Class Code Per Request Per Switch | | | | | 93.55 | 93.55 | 12.71 | 12.71 | | | | | | |
| DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE | | | | | | | | | | | | | | | |
| | 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 | | | | | | | | |
| DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE | | | | | | | | | | | | | | | |
| | Loading of DA per OCN (1 OCN per Order) | | | | | 420.00 | 420.00 | | | | | | | | |
| | Loading of DA per Switch per OCN | | | | | 16.00 | 16.00 | | | | | | | | |
| OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE | | | | | | | | | | | | | | | |
| | Recording of Custom Branded OA Announcement | | | | | 7,000.00 | 7,000.00 | | | | | | | | |
| | Loading of Custom Branded OA Announcement per ahel/NAV per OCN | | | | | 500.00 | 500.00 | | | | | | | | |
| | Loading of OA Custom Branded Announcement per Switch per OCN | | | | | 1,170.00 | 1,170.00 | | | | | | | | |
| OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE | | | | | | | | | | | | | | | |
| | Loading of DA per OCN (Regional) | | | | | 1,200.00 | 1,200.00 | | | | | | | | |
| The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://wholesale.att.com/ | | | | | | | | | | | | | | | |
| OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES" | | | | | | | | | | | | | | | |
| 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. | | | | | | | | | | | | | | | |
| NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to AT&T. | | | | | | | | | | | | | | | |
| | OSS - Electronic Service Order Charge, Per Local Service Request (LSR) | | | | SOMEC | 3.50 | 0.00 | 3.50 | 0.00 | | | | | | |
| | OSS - Manual Service Order Charge, Per Local Service Request (LSR) | | | | SOMAN | 11.90 | 0.00 | 1.83 | 0.00 | | | | | | |
| UNE SERVICE DATE ADVANCEMENT CHARGE | | | | | | | | | | | | | | | |
| NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No. 1 Tariff, Section 5 as applicable. | | | | | | | | | | | | | | | |

| Pricing Sheet - Florida | | | | | | | | | | 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 | |
|-------------------------------|---|---------|------|--|-------|-----------|--------|--------|-------|----------------------------------|--------------------------------------|--|--|--|--|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | | | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN |
| | | | | | | Rec | First | Adtl | First | Adtl | Nonrecuring Disconnect | | | | | |
| OSS Rates(\$) | | | | | | | | | | | | | | | | |
| | 4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3 | | 3 | NTCUD | UDL9X | 58.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 1 | | 1 | NTCUD | UDL19 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 2 | | 2 | NTCUD | UDL19 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital 19.2 Kbps - Zone 3 | | 3 | NTCUD | UDL19 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 1 | | 1 | NTCUD | UDL56 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 2 | | 2 | NTCUD | UDL56 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 3 | | 3 | NTCUD | UDL56 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 1 | | 1 | NTCUD | UDL64 | 22.20 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 2 | | 2 | NTCUD | UDL64 | 31.56 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 3 | | 3 | NTCUD | UDL64 | 55.99 | 161.56 | 108.85 | 67.08 | 15.56 | | | | | | |
| | Switch-As-is Conversion rate per UNE Loop, Single LSR, (per DSO) | | | NTCUD | URES1 | | | | | 8.98 | | | | | | |
| | Switch-As-is Conversion rate per UNE Loop, Spreadsheet (per DSO) | | | NTCUD | URES2 | | | | | 8.98 | | | | | | |
| | Order Coordination for Specified Conversion Time (per LSR) | | | NTCVG, NTCUD, NTCD1 | OCOSL | | | | | 23.02 | | | | | | |
| MAINTENANCE OF SERVICE | | | | | | | | | | | | | | | | |
| | Maintenance of Service Charge, Basic Time, per half hour | | | UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UES, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNC5X, UNC5X, ULS | MVBT | | | 80.00 | 55.00 | | | | | | | |
| | Maintenance of Service Charge, Overtime, per half hour | | | UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UES, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNC5X, UNC5X, ULS | MVOT | | | 90.00 | 65.00 | | | | | | | |
| | Maintenance of Service Charge, Premium, per half hour | | | UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UES, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNC5X, UNC5X, ULS | MVPT | | | 100.00 | 75.00 | | | | | | | |
| LOOP MODIFICATION | | | | | | | | | | | | | | | | |
| | Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18K ft, per Unbundled Loop | | | UAL, UHL, UCL, UELQ, ILS, UEA, UEANL, UEPSR, UEPSB | ULMDL | | | 0.00 | 0.00 | | | | | | | |
| | Unbundled Loop Modification Removal of Load Coils - 4 Wire pair less than or equal to 18K ft, per Unbundled Loop | | | UHL, UCL, UEA | ULM4L | | | 0.00 | 0.00 | | | | | | | |

Pricing Sheet - Florida

| 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-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | | | |
|---|--|---------|------|---|-------|-----------|--------------|--------|-------------------------|-------|-------|----------------------------------|--------------------------------------|--|--|--|--|-------|-------|-------|
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | SOMEC | | | | | | | SOMAN | SOMAN | SOMAN |
| | | | | | | | Flat | Adjt | Flat | Adjt | | | | | | | | | | |
| | Unbundled Loop Modification Removal of Ringed Tap Removal, per unbundled loop | | | UJAL, UJL, UCL, UJL, ULS, UEA, UEANL, UEPSR, UEPSR | ULMBT | | 10.52 | 10.52 | | | | | | | | | | | | |
| SUB-LOOPS | | | | | | | | | | | | | | | | | | | | |
| Sub-Loop Distribution | | | | | | | | | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEANL | USBMC | | 9.00 | 9.00 | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEF | USBMC | | 9.00 | 9.00 | | | | | | | | | | | | |
| | Order Coordination for Unbundled Sub-Loops, per sub-loop pair | | | UEF | USBMC | | 9.00 | 9.00 | | | | | | | | | | | | |
| Unbundled Sub-loop Modification | | | | | | | | | | | | | | | | | | | | |
| | Unbundled Sub-Loop Modification - 2-W Copper Dist Lead Coil/Equip Removal per 2-W PB | | | UEF | ULMZX | | 10.11 | 10.11 | | | | | | | | | | | | |
| | Unbundled Sub-loop Modification - 4-W Copper Dist Lead Coil/Equip Removal per 4-W PB | | | UEF | ULM4X | | 10.11 | 10.11 | | | | | | | | | | | | |
| | Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop | | | UEF | ULMBT | | 15.58 | 15.58 | | | | | | | | | | | | |
| Network Interface Device (NID) | | | | | | | | | | | | | | | | | | | | |
| | Network Interface Device (NID) - 1-2 lines | | | UEJTW | UNDT2 | | 75.49 | 48.97 | | | | | | | | | | | | |
| | Network Interface Device (NID) - 1-6 lines | | | UEJTW | UNDT6 | | 113.89 | 89.27 | | | | | | | | | | | | |
| | Network Interface Device Coax Connect - 2 W | | | UEJTW | UNDC2 | | 7.63 | 7.63 | | | | | | | | | | | | |
| | Network Interface Device Coax Connect - 4W | | | UEJTW | UNDC4 | | 7.63 | 7.63 | | | | | | | | | | | | |
| LINE OTHER, PROVISIONING ONLY - NO RATE | | | | | | | | | | | | | | | | | | | | |
| | Unbundled Contact Name Provisioning Only - no rate | | | UJAL, UCL, UJL, UJL, ULS, UEA, UEANL, UEF, UJL, UJTW, NTCWG, NTCUD, NTCU, USL | UNECH | | 0.00 | 0.00 | | | | | | | | | | | | |
| | Unbundled DS1 Loop - Superframe Format Option - no rate | | | UJL, NTCU | CCDSF | | | 9.00 | | | | | | | | | | | | |
| | Unbundled DS1 Loop - Expanded Superframe Format option - no rate | | | UJL, NTCU | CCDEF | | | 0.00 | | | | | | | | | | | | |
| | NID - Dispatch and Service Order for NID installation | | | UEJTW | UNDX | | 0.00 | 9.00 | | | | | | | | | | | | |
| LOOP MAKE-UP | | | | | | | | | | | | | | | | | | | | |
| | Loop Makeup - Provisioning Without Reservation, per working or spare facility queried (Manual) | | | UMK | UMKLW | | 52.17 | 52.17 | | | | | | | | | | | | |
| | Loop Makeup - Provisioning With Reservation, per spare facility queried (Manual) | | | UMK | UMKLP | | 55.07 | 55.07 | | | | | | | | | | | | |
| | Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized) | | | UMK | UMKMQ | | 0.6784 | 0.6784 | | | | | | | | | | | | |
| LINE SPLITTING | | | | | | | | | | | | | | | | | | | | |
| END USER ORDERING-CENTRAL OFFICE BASED | | | | | | | | | | | | | | | | | | | | |
| | Line Splitting - per line activation CLEC owned splitter | | | UEPSR, UEPSB | UREOS | | 0.61 | | | | | | | | | | | | | |
| | Line Splitting - per line activation AT&T owned - physical | | | UEPSR, UEPSB | URESP | | 0.61 | 23.68 | 21.28 | 19.57 | 9.61 | | | | | | | | | |
| | Line Splitting - per line activation AT&T owned - virtual | | | UEPSR, UEPSB | UREBV | | 1.144 | 23.68 | 21.28 | 19.57 | 9.61 | | | | | | | | | |
| END USER ORDERING - REMOTE SITE LINE SPLITTING | | | | | | | | | | | | | | | | | | | | |
| UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | | | | | | | |
| 2-WIRE ANALOG VOICE GRADE LOOP | | | | | | | | | | | | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1 | | 1 | UEPSR, UEPSB | UEALS | | 10.89 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1 | | 1 | UEPSR, UEPSB | UEABS | | 10.69 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2 | | 2 | UEPSR, UEPSB | UEALS | | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 2 | | 2 | UEPSR, UEPSB | UEABS | | 15.20 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | | | | | |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 | | 3 | UEPSR, UEPSB | UEALS | | 26.87 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | | | | | |

Pricing Sheet - Florida

| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | | Svc Order Submitted Elec. per LSR | Svc Order Submitted 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 | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | | | | | |
|---|--|---------|------|-----------------------------------|--------------|-----------|-------------|--------|------------------------|-------|-----------------------------------|-----------------------------|--|---|---|---|-------|-------|--------------|-------|-------|
| | | | | | | Rec | Nonrecuring | | Nonrecuring Disconnect | | | | | | | | SOMEC | SOMAN | OSS Rates(3) | | |
| | | | | | | | First | Add'l | First | Add'l | | | | | | | | | SOMAN | SOMAN | SOMAN |
| | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3 | | 3 | UEPSR UEPSB | UEABS | 26.97 | 49.57 | 22.83 | 25.62 | 6.57 | | | | | | | | | | | |
| PHYSICAL COLLOCATION | Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting | | | UEPSR UEPSB | PE1LS | 0.0276 | 6.22 | 7.22 | 5.74 | 4.58 | | | | | | | | | | | |
| VIRTUAL COLLOCATION | Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting | | | UEPSR UEPSB | VE1LS | 0.0502 | 11.57 | 11.57 | 9.00 | 0.00 | | | | | | | | | | | |
| UNBUNDLED DEDICATED TRANSPORT | | | | | | | | | | | | | | | | | | | | | |
| INTEROFFICE CHANNEL - DEDICATED TRANSPORT | | | | | | | | | | | | | | | | | | | | | |
| | Interoffice Channel - DS1 - per mile | | | U1TD1 | 1LS5X | 0.1656 | | | | | | | | | | | | | | | |
| | Interoffice Channel - DS1 - Facility Termination | | | U1TD1 | U1TF1 | 86.44 | 105.94 | 98.47 | 21.47 | 19.05 | | | | | | | | | | | |
| | Interoffice Channel - DS1 - per mile | | | U1TD3 | 1LS6X | 5.37 | | | | | | | | | | | | | | | |
| | Interoffice Channel - DS3 - Facility Termination | | | U1TD3 | U1TF3 | 1,071.00 | 335.48 | 219.23 | 72.03 | 70.56 | | | | | | | | | | | |
| UNBUNDLED DARK FIBER - Stand Alone or in Combination | | | | | | | | | | | | | | | | | | | | | |
| | Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | UDF | 1LS0F | 26.85 | | | | | | | | | | | | | | | |
| | Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof | | | UDF | UDF14 | | 751.34 | 183.68 | | | | | | | | | | | | | |
| HIGH CAPACITY UNBUNDLED LOCAL LOOP | | | | | | | | | | | | | | | | | | | | | |
| DS3 UNBUNDLED LOCAL LOOP - Stand Alone | | | | | | | | | | | | | | | | | | | | | |
| | DS3 Unbundled Local Loop - per mile | | | UE3 | 1LSND | 10.32 | | | | | | | | | | | | | | | |
| | DS3 Unbundled Local Loop - Facility Termination | | | UE3 | UE3PX | 369.88 | 556.57 | 343.01 | 130.13 | 96.84 | | | | | | | | | | | |
| ENHANCED EXTENDED LINK (EEL) | | | | | | | | | | | | | | | | | | | | | |
| Network Elements Used in Combinations | | | | | | | | | | | | | | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop in Combination - Zone 1 | | 1 | UN2VX | UEAL4 | 18.89 | 127.59 | 90.54 | 48.00 | 6.31 | | | | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop in Combination - Zone 2 | | 2 | UN2VX | UEAL4 | 25.84 | 127.59 | 90.54 | 48.00 | 6.31 | | | | | | | | | | | |
| | 4-Wire Analog Voice Grade Loop in Combination - Zone 3 | | 3 | UN2VX | UEAL4 | 47.62 | 127.59 | 90.54 | 48.00 | 6.31 | | | | | | | | | | | |
| | 4-Wire DST Digital Loop in Combination - Zone 1 | | 1 | UN2CX | UESLX | 70.74 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | | | | | | |
| | 4-Wire DST Digital Loop in Combination - Zone 2 | | 2 | UN2CX | UESLX | 100.84 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | | | | | | |
| | 4-Wire DST Digital Loop in Combination - Zone 3 | | 3 | UN2CX | UESLX | 178.59 | 217.75 | 121.62 | 51.44 | 14.45 | | | | | | | | | | | |
| | DS3 Local Loop in combination - per mile | | | UN2CX | 1LS0F | 10.92 | | | | | | | | | | | | | | | |
| | DS3 Local Loop in combination - Facility Termination | | | UN2CX | UE3PX | 368.88 | 244.42 | 154.73 | 67.10 | 28.27 | | | | | | | | | | | |
| | Interoffice Channel in combination - DS1 - per mile | | | UN2CX | 1LS2X | 0.1656 | | | | | | | | | | | | | | | |
| | Interoffice Channel in combination - DS1 - Facility Termination | | | UN2CX | U1TF1 | 86.44 | 174.46 | 122.46 | 45.81 | 17.95 | | | | | | | | | | | |
| | Interoffice Channel in combination - DS3 - per mile | | | UN2CX | 1LS2X | 5.87 | | | | | | | | | | | | | | | |
| | Interoffice Channel in combination - DS3 - Facility Termination | | | UN2CX | U1TF3 | 1,071.00 | 320.00 | 198.20 | 58.00 | 18.81 | | | | | | | | | | | |
| ADDITIONAL NETWORK ELEMENTS | | | | | | | | | | | | | | | | | | | | | |
| Optional Features & Functions: | | | | | | | | | | | | | | | | | | | | | |
| | Clear Channel Capability Extended Frame Option - per DS1 | | 1 | U1TD1 UN2CX | CCOEF | | | 0.00 | | | | | | | | | | | | | |
| | Clear Channel Capability Super Frame Option - per DS1 | | 1 | U1TD1 UN2CX | CCOSF | | | 0.00 | | | | | | | | | | | | | |
| | Clear Channel Capability (SPRST) Option - Subsequent Activity - per DS1 | | 1 | U1TD1 UN2CX | UCL | | | 184.92 | 23.82 | 2.07 | 0.80 | | | | | | | | | | |
| | C-bit Parity Option - Subsequent Activity - per DS3 | | 1 | U1TD3 UE3 | NRCC3 | | | 219.09 | 7.67 | 0.773 | 0.00 | | | | | | | | | | |
| | DS1/DS3 Channel System | | | UN2CX | MD3 | 146.77 | 67.28 | 14.74 | 1.50 | 1.34 | | | | | | | | | | | |
| | DS3/DS3 Channel System | | | UN2CX | MD3 | 211.10 | 115.65 | 55.54 | 12.15 | 4.26 | | | | | | | | | | | |
| | Voice Grade COCI in combination | | | UN2VX | UD1VG | 1.58 | 6.71 | 4.54 | | | | | | | | | | | | | |
| | Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop | | | UEA | UD1VG | 1.96 | 6.71 | 4.44 | 0.00 | 0.00 | | | | | | | | | | | |
| | DS1 COCI in combination | | | UN2CX | UC1D1 | 13.78 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | | | | | | | |
| | DS1 COCI - for Stand Alone Interoffice Channel | | | U1TD1 | UC1D1 | 13.78 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | | | | | | | |
| | DS1 COCI - for DS1 Local Loop | | | UCL, U1TD1 | UN2VX, UN2CX | 13.78 | 6.71 | 4.84 | 0.00 | 0.00 | | | | | | | | | | | |
| | Wholesale - UNE Switch-As-is Conversion Charge | | | UN2CX, XDR1X, HPDCC, XD2DX, MPVEX | UN2CC | | 8.98 | 8.98 | | | | | | | | | | | | | |
| | Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recuring Charge, per circuit (LSR) | | | U1TD1, U1TD3, UDF, UE3 | URES1 | | 8.98 | 8.98 | | | | | | | | | | | | | |
| | Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recuring Charge, incremental charge per circuit on a spreadsheet | | | U1TD1, U1TD3, UDF, UE3 | URES2 | | 8.98 | 8.98 | | | | | | | | | | | | | |
| Service Rearrangements | | | | | | | | | | | | | | | | | | | | | |
| | NRRC - Order Coordination Specific Time - Dedicated Transport | | 1 | UN2CX, UN2CX | OSOSR | | 18.90 | 18.90 | | | | | | | | | | | | | |

Pricing Sheet - Florida

| CATEGORY | RATE ELEMENTS | Interd Zone | BOS | USOC | Rate | Non-Residential | | Residential Discount | | Soc. Cost | Soc. Cost | Soc. Cost | Soc. Cost | Soc. Cost | Soc. Cost | Soc. Cost | Soc. Cost | Soc. Cost | | |
|----------|-------------------------------|-------------|------|------|------|-----------------|------|----------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------|------|
| | | | | | | Rate | ADD | Rate | Discount | | | | | | | | | | Rate | ADD |
| General | Rate of water supply (credit) | 1 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 2 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 3 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 4 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 5 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 6 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 7 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 8 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 9 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 10 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 911 | 911 Dispatch Fee | 1 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 2 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 3 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 4 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 5 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 6 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 7 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 8 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 9 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 10 | ADWV | URFV | 1.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

When I.D. - CLC/K/12/19/0

| Pricing Sheet - Florida | | | | | | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Manual Svc Order vs. Electronic 1st | Incremental Charge - Manual Svc Order vs. Electronic Add'l | Incremental Charge - Manual Svc Order vs. Electronic Dec 1st | Incremental Charge - Manual Svc Order vs. Electronic Dec Add'l | | | | | |
|-------------------------|--|---------|------|--|-------|-----------|--------------|-------|-----------------------|----------------------------------|--------------------------------------|---|--|--|--|--------------|-------|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | ECS | USOC | RATES(\$) | | | | | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | | | | | |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Discount | | | | | | | OSS Rate(\$) | | | | |
| | | | | | | | First | Add'l | First | Add'l | | | | | | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN |
| | Physical Collocation - 2-wire cross-connect, loop, provisioning | | | UEAN, UEQ, UNON, UEA, UCL, UAL, UJA, UDJ, UNCVX | PE1P2 | 0.0208 | 7.32 | 5.37 | 4.98 | 2.71 | | | | | | | | | | |
| | Physical Collocation - 4-wire cross-connect, loop, provisioning | | | UEA, UJC, UNCVX, UNCDX, UCL, UDL | PE1P4 | 0.0416 | 8.00 | 5.75 | 5.00 | 2.69 | | | | | | | | | | |
| | Physical Collocation - OS1 Cross Connect for Physical Collocation, provisioning | | | WDSR, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UJTD1, UNC1X, UEPSK, UEP9B, UEPSL, UEPSP, USL, UEPEX, UEPOX | PE1P1 | 0.3786 | 7.68 | 8.25 | 1.35 | 0.9999 | | | | | | | | | | |
| | Physical Collocation - DS3 Cross-Connect, provisioning | | | UEA, UJTD3, UXTD3, UXTS1, UNC3X, UNC5X, ULDD3, UJTS1, ULDS1, UNLD3, UEPEK, UEPOK, UEPSK, UEP9B, UEPEL, UEPSP | PE1P3 | 4.16 | 32.40 | 31.03 | 11.15 | 10.98 | | | | | | | | | | |
| | Physical Collocation - 2-Fiber Cross-Connect | | | CLO, ULDD3, ULD12, ULD48, UJTD3, UJTD12, UJTD48, ULDD3, ULDD12, ULDD48, UJTD3, UJTD12, UJTD48, UJDF, UDFCX | PE1F2 | 1.71 | 28.28 | 25.85 | 13.78 | 11.01 | | | | | | | | | | |
| | Physical Collocation - 4-Fiber Cross-Connect | | | | PE1F4 | 3.34 | 37.92 | 35.51 | 18.20 | 15.44 | | | | | | | | | | |
| | Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable | | | CLO | PE1ES | 0.0008 | | | | | | | | | | | | | | |
| | Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable | | | CLO | PE1DS | 0.0012 | | | | | | | | | | | | | | |
| | Physical Collocation 2-Wire Cross Connect, Port | | | UEPSK, UEP9B, UEPSX, UEPOC | PE1R2 | 0.0208 | 7.32 | 5.37 | 4.98 | 2.71 | | | | | | | | | | |
| | Physical Collocation 4-Wire Cross Connect, Port | | | UEPEK, UEPOG | PE1R4 | 0.0416 | 8.00 | 5.75 | 5.00 | 2.69 | | | | | | | | | | |
| Security | Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour | | | CLO | PE1BT | | 33.85 | 22.05 | | | | | | | | | | | | |
| | Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour | | | CLO | PE1OT | | 44.63 | 28.89 | | | | | | | | | | | | |
| | Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour | | | CLO | PE1PT | | 56.62 | 35.73 | | | | | | | | | | | | |
| | Physical Collocation - Security Access System - Security System per Central Office, per St. Ft. | | | CLO | PE1AY | 0.0101 | | | | | | | | | | | | | | |
| | Physical Collocation - Security Access System - New Card Activation, per Card Activation (Fast), per State | | | CLO | PE1A1 | | 38.95 | | | | | | | | | | | | | |
| | Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card | | | CLO | PE1AA | | 5.84 | | | | | | | | | | | | | |
| | Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card | | | CLO | PE1AR | | 28.78 | | | | | | | | | | | | | |
| | Physical Collocation - Security Access - Initial Key, per Key | | | CLO | PE1AK | | 23.28 | | | | | | | | | | | | | |
| | Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key | | | CLO | PE1AL | | 23.28 | | | | | | | | | | | | | |
| CFA | Physical Collocation - CFA Information Request, per premises, per request | | | CLO | PE1CS | | 79.52 | | | | | | | | | | | | | |
| | Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial" and "Subsequent" respectively | | | | | | | | | | | | | | | | | | | |
| | Physical Collocation - Cable Records, per request | | | CLO | PE1CR | | 1515.00 | 15 | 973.64 | 258.35 | | | | | | | | | | |

| Pricing Sheet - Florida | | | | | | | | | | Svc Order Submittal Elec per LSR | Svc Order Submittal Manually per LSR | Incremental Charge - Manual Sync Order vs. Electronic-Add1 | Incremental Charge - Manual Sync Order vs. Electronic-Add1 | Incremental Charge - Manual Sync Order vs. Electronic-Add1 | Incremental Charge - Manual Sync Order vs. Electronic-Add1 | | | |
|-------------------------|--|---------|------|---|-------|-----------|-----------|--------------|-------|----------------------------------|--------------------------------------|--|--|--|--|-------|-------|--|
| CATEGORY | RATE ELEMENTS | Instadm | Zone | RCS | USOC | RATES(\$) | Rat | Nonrecurring | | Nonrecurring Disconnect | | SOMEC | SOMAN | OSS Rates(\$) | | | | |
| | | | | | | | | First | Add1 | First | Add1 | | | SOMAN | SOMAN | SOMAN | SOMAN | |
| | Virtual Collocation - 2-Fiber Cross Connects | | | UDL12, UDL03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF | CNC2Z | 1.75 | 28.26 | 25.85 | 13.78 | 11.01 | | | | | | | | |
| | Virtual Collocation - 4-Fiber Cross Connects | | | UDL12, UDL03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF | CNC4F | 3.50 | 37.92 | 35.51 | 18.20 | 15.44 | | | | | | | | |
| | Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable | | | AMTFS | VE1C9 | 0.0008 | | | | | | | | | | | | |
| | Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Cross Cable Support Structure, per linear foot, per cable | | | AMTFS | VE1C0 | 0.0012 | | | | | | | | | | | | |
| | Virtual Collocation 2-Wire Cross Connect, Port | | | UEP5X, UEP5B, UEP5E, UEP5P, UEP5R, UEP5Z, UEP5D, UEP5X | VE1R2 | 0.0001 | 7.52 | 5.97 | 4.86 | 2.71 | | | | | | | | |
| | Virtual Collocation 4-Wire Cross Connect, Port | | | UEP5X, UEP5B, UEP5E, UEP5P, UEP5R, UEP5Z, UEP5D, UEP5X | VE1R4 | 0.0003 | 4.00 | 5.75 | 5.00 | 2.69 | | | | | | | | |
| | CFA | | | AMTFS | VE1Q9 | 79.52 | | | | | | | | | | | | |
| | Virtual Collocation - CFA Information Renewal Request, per Premium, per Arrangement, per request | | | AMTFS | VE1BA | 1,1615.00 | \$ 973.64 | 266.35 | | | | | | | | | | |
| | Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial P" & "Subsequent S" respectively | | | AMTFS | VE1BA | | | | | | | | | | | | | |
| | Virtual Collocation Cable Records - per request | | | AMTFS | VE1BA | | | | | | | | | | | | | |
| | Virtual Collocation Cable Records - VGD50 Cable, per cable record | | | AMTFS | VE1BD | 646.84 | | 362.41 | | | | | | | | | | |
| | Virtual Collocation Cable Records - VGD50 Cable, per each 100 feet | | | AMTFS | VE1BC | 9.11 | | 10.80 | | | | | | | | | | |
| | Virtual Collocation Cable Records - DS1, per T1TIE | | | AMTFS | VE1BD | 4.52 | | 5.36 | | | | | | | | | | |
| | Virtual Collocation Cable Records - DS3, per T3TIE | | | AMTFS | VE1BC | 16.81 | | 18.73 | | | | | | | | | | |
| | Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records | | | AMTFS | VE1BF | 189.96 | | 189.97 | | | | | | | | | | |
| | Virtual Collocation Cable Records - CAT 5/PL45 | | | AMTFS | VE1BS | 4.52 | | 5.35 | | | | | | | | | | |
| | Security | | | | | | | | | | | | | | | | | |
| | Virtual collocation - Security escort, basic time, normally scheduled work hours | | | AMTFS | SPTBX | 33.85 | | 22.06 | | | | | | | | | | |
| | Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day | | | AMTFS | SPTOX | 44.83 | | 28.89 | | | | | | | | | | |
| | Virtual collocation - Security escort, premium time, outside of a scheduled work day | | | AMTFS | SPTPX | 55.62 | | 35.73 | | | | | | | | | | |
| | Maintenance | | | | | | | | | | | | | | | | | |
| | Virtual collocation - Maintenance in CO - Basic, per half hour | | | AMTFS | CTRLX | 54.05 | | 22.05 | | | | | | | | | | |
| | Virtual collocation - Maintenance in CO - Overtime, per half hour | | | AMTFS | SPTOM | 72.18 | | 28.89 | | | | | | | | | | |
| | Virtual collocation - Maintenance in CO - Premium per half hour | | | AMTFS | SPTFM | 99.31 | | 35.73 | | | | | | | | | | |
| | Entrance Cable | | | | | | | | | | | | | | | | | |
| | Virtual Collocation - Cable Installation Charge, per cable | | | AMTFS | ESPCX | | 1,473.00 | | 43.84 | | | | | | | | | |
| | Virtual Collocation - Cable Support Structure, per cable | | | AMTFS | ESPSX | 4.54 | | | | | | | | | | | | |
| | COLLOCATION IN THE REMOTE SITE | | | | | | | | | | | | | | | | | |
| | Physical Collocation in the Remote Site | | | | | | | | | | | | | | | | | |
| | Physical Collocation in the Remote Site - Application Fee | | | CLORS | PE1RA | 812.23 | | 270.35 | | | | | | | | | | |
| | Cabinet Space in the Remote Site per Day/ Rack | | | CLORS | PE1RD | 154.50 | | | | | | | | | | | | |
| | Physical Collocation in the Remote Site - Security Access - Key | | | CLORS | PE1RD | 23.28 | | | | | | | | | | | | |
| | Physical Collocation in the Remote Site - Space Availability Report per Premium Requested | | | CLORS | PE1SR | 223.91 | | | | | | | | | | | | |
| | Physical Collocation in the Remote Site - Remote Site CLU Code Request, per CLU Code Requested | | | CLORS | PE1RE | 73.38 | | | | | | | | | | | | |
| | Remote Site CLEC Data (BRSD0), per Compact Disk, per CD | | | CLORS | PE1RR | 208.02 | | | | | | | | | | | | |
| | Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour | | | CLORS | PE1BT | 33.65 | | 22.05 | | | | | | | | | | |
| | Physical collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour | | | CLORS | PE1OT | 44.63 | | 28.89 | | | | | | | | | | |

| Pricing Sheet - Florida | | | | | | | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l |
|-------------------------|---|---------|------|-----------------|-------|-----------|----------|----------|-------------------------------|-------|----------------------------------|--------------------------------------|--|--|--|--|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | SOMEC | SOMAN | SOMAN | SOMAN | SOMAN | | |
| | | | | | | Rec | First | Add'l | Nonrecurring Disconnect First | | | | | | Nonrecurring Disconnect Add'l | |
| DSS Rates(\$) | | | | | | | | | | | | | | | | |
| | Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour | | | GLORS | PE1PT | | 55.62 | 35.73 | | | | | | | | |
| | Adjacent Remote Site Collocation | | | GLORS | PE1RL | | 755.62 | 755.62 | | | | | | | | |
| | Remote Site-Adjacent Collocation-Application Fee | | | GLORS | PE1RT | | 0.134 | | | | | | | | | |
| | Remote Site-Adjacent Collocation - Real Estate, per square foot | | | GLORS | PE1RS | | 6.27 | | | | | | | | | |
| | Remote Site-Adjacent Collocation - AC Power, per breaker amp | | | GLORS | PE1RS | | 6.27 | | | | | | | | | |
| | NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates. | | | | | | | | | | | | | | | |
| | Virtual Remote Site Collocation | | | VE1RS | VE1RB | | 612.23 | 270.35 | | | | | | | | |
| | Virtual Collocation in the Remote Site - Application Fee | | | VE1RS | VE1RC | | 154.59 | | | | | | | | | |
| | Virtual Collocation in the Remote Site - Per Bay/Rack of Space | | | VE1RS | VE1RC | | 154.59 | | | | | | | | | |
| | Virtual Collocation in the Remote Site - Space Availability Report per Premise requested | | | VE1RS | VE1RR | | 223.91 | | | | | | | | | |
| | Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested | | | VE1RS | VE1RL | | 73.39 | | | | | | | | | |
| | ADJACENT COLLOCATION | | | | | | | | | | | | | | | |
| | Adjacent Collocation - Space Charge per Sq. Ft. | | | GLOAC | PE1JA | | 0.1656 | | | | | | | | | |
| | Adjacent Collocation - Electrical Facility Charge per Linear Ft. | | | GLOAC | PE1JC | | 4.82 | | | | | | | | | |
| | Adjacent Collocation - 2-Wire Cross-Connects | | | UEAHL,UEB,UEA,U | PE1JE | | 0.0194 | 7.32 | 5.37 | 4.58 | 2.71 | | | | | |
| | Adjacent Collocation - 4-Wire Cross-Connects | | | UEAUR,UDL,UCL | PE1JF | | 0.0388 | 8.00 | 5.75 | 5.00 | 2.69 | | | | | |
| | Adjacent Collocation - DS1 Cross-Connects | | | USL | PE1JG | | 0.3708 | 7.88 | 6.26 | 1.35 | 0.9975 | | | | | |
| | Adjacent Collocation - DS3 Cross-Connects | | | UES | PE1JH | | 4.14 | 32.49 | 31.03 | 11.15 | 10.88 | | | | | |
| | Adjacent Collocation - 2-Fiber Cross-Connect | | | GLOAC | PE1JJ | | 1.70 | 28.26 | 25.65 | 13.78 | 11.01 | | | | | |
| | Adjacent Collocation - 4-Fiber Cross-Connect | | | GLOAC | PE1JK | | 3.33 | 37.92 | 35.51 | 18.20 | 15.44 | | | | | |
| | Adjacent Collocation - Application Fee | | | GLOAC | PE1JB | | | 2,785.00 | | | 1.02 | | | | | |
| | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp | | | GLOAC | PE1JL | | 5.26 | | | | | | | | | |
| | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp | | | GLOAC | PE1JM | | 10.53 | | | | | | | | | |
| | Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp | | | GLOAC | PE1JN | | 16.60 | | | | | | | | | |
| | Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp | | | GLOAC | PE1JD | | 36.47 | | | | | | | | | |
| | Adjacent Collocation - Cable Support Structure per Entrance Cable | | | GLOAC | PE1JP | | 5.19 | | | | | | | | | |
| | DIRECTORY DELIVERY | | | | | | | | | | | | | | | |
| | Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories. | | | | | | | | | | | | | | | |
| | BRANDING - DIRECTORY ASSISTANCE | | | | | | | | | | | | | | | |
| | Facility Based CLEC | | | | | | | | | | | | | | | |
| | Recording and Provisioning of OA Custom Branded Announcement | | | AMT | CBADA | | 3,000.00 | 3,000.00 | | | | | | | | |
| | Loading of Custom Branded Announcement per Switch per OCN | | | AMT | CBADC | | 1,170.00 | 1,170.00 | | | | | | | | |
| | Wholesale CLEC | | | | | | | | | | | | | | | |
| | Recording of OA Custom Branded Announcement | | | | | | 3,000.00 | 3,000.00 | | | | | | | | |
| | Loading of OA Custom Branded Announcement per Switch per OCN | | | | | | 1,170.00 | 1,170.00 | | | | | | | | |
| | Unbranding via OCNs for Wholesale CLEC | | | | | | 420.00 | 420.00 | | | | | | | | |
| | Loading of OA per OCN (1 OCN per Order) | | | | | | 16.00 | 16.00 | | | | | | | | |
| | LOADING OF OA per Switch per OCN | | | | | | 16.00 | 16.00 | | | | | | | | |
| | DIRECTORY ASSISTANCE SERVICES | | | | | | | | | | | | | | | |
| | DIRECTORY ASSISTANCE ACCESS SERVICE | | | | | | | | | | | | | | | |
| | Directory Assistance Access Service Calls, Charge Per Call | | | | | | 0.51 | | | | | | | | | |
| | DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACCS) | | | | | | | | | | | | | | | |
| | Directory Assistance Call Completion Access Service (DACCS), Per Call Attempt | | | | | | 0.10 | | | | | | | | | |

| Pricing Sheet - Florida | | | | | | | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | |
|-------------------------|--|---------|------|-----|-------|-----------|-----|--------------|-------|----------------------------------|--------------------------------------|--|--|--|--|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | Rec | Nonrecurring | | Nonrecurring Disconnect | | SOMEK | SOMAN | SOMAN | SOMAN | SOMAN |
| | | | | | | | | First | Add'l | First | Add'l | | | | | |
| OSS Rates(\$) | | | | | | | | | | | | | | | | |
| | Directory Assistance - Rate Reference Initial Load | | | | | | | 5,000.00 | | 1,500.00 | | | | | | |
| | Directory Assistance - Rate Reference Subsequent Load | | | | | | | | | | | | | | | |
| | Directory Assistance Database Service (DADS) | | | | | | | | | | | | | | | |
| | Directory Assistance Database Service (DADS)-Initial Load, per listing | | | | | | | 0.04 | | | | | | | | |
| | Directory Assistance Database Service (DADS)-Update, per listing | | | | | | | 0.04 | | | | | | | | |
| | Directory Assistance Database Service (DADS)-Monthly Recurring fee | | | | | | | 150.00 | | | | | | | | |
| | BRANDING - OPERATOR CALL PROCESSING | | | | | | | | | | | | | | | |
| | Facility based CLEC | | | | | | | | | | | | | | | |
| | Recording of Custom Branded OA Announcement | | | AMT | CBAGS | | | 7,000.00 | | 7,000.00 | | | | | | |
| | Loading of Custom Branded OA Announcement per shell(NAV per OCN | | | AMT | CBADL | | | 500.00 | | 500.00 | | | | | | |
| | Wholesale CLEC | | | | | | | | | | | | | | | |
| | 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 | | | | | | |
| | Unbranding via OLS for Wholesale CLEC | | | | | | | 1,200.00 | | 1,200.00 | | | | | | |
| | INWARD OPERATOR SERVICES | | | | | | | | | | | | | | | |
| | Inward Operator Services - Verification - Per Call | | | | | | | 1.00 | | | | | | | | |
| | Inward Operator Services - Verification and Emergency Interrupt - Per Call | | | | | | | 1.95 | | | | | | | | |
| | OPERATOR CALL PROCESSING | | | | | | | | | | | | | | | |
| | Oper Call Processing - Oper. Provided, Per Min - Using BST LIDB | | | | | | | 1.20 | | | | | | | | |
| | Oper Call Processing - Oper. Provided, Per Min - Using Foreign LIDB | | | | | | | 1.24 | | | | | | | | |
| | Oper Call Processing - Fully Automated, per Call - Using BST LIDB | | | | | | | 0.20 | | | | | | | | |
| | Oper Call Processing - Fully Automated, per Call - Using Foreign LIDB | | | | | | | 0.20 | | | | | | | | |
| | Operator Services - Rate Reference Initial Load | | | | | | | 5,000.00 | | | | | | | | |
| | Operator Services - Rate Reference Subsequent Load | | | | | | | | | 1,500.00 | | | | | | |
| | STRUCTURE ACCESS | | | | | | | | | | | | | | | |
| | NOTE: Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000. Conduit rates will apply to each passageway (innerduct). | | | | | | | | | | | | | | | |
| | For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole. | | | | | | | | | | | | | | | |
| | The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis. | | | | | | | | | | | | | | | |
| | Poles & Ducts - Poles (Attachment/yr) NON-URBAN | | | | | | | 11.35 | | | | | | | | |
| | Poles & Ducts - Poles (Attachment/yr) URBAN | | | | | | | 7.53 | | | | | | | | |
| | Poles & Ducts - Per Foot Conduit Occupancy Fees - Full Duct (\$/ft/yr) | | | | | | | 0.37 | | | | | | | | |
| | Pole Attachment Transfer Rate | | | | | | | 41.00 | | | | | | | | |
| | Cable Rate | | | | | | | 4.98 | | | | | | | | |
| | BONA FIDE REQUEST | | | | | | | | | | | | | | | |
| | Deposit | | | | | | | 2000.00 | | | | | | | | |

**Amendment to the Agreement
Between
FPL FiberNet, LLC
and
BellSouth Telecommunications, Inc. d/b/a AT&T Florida**

Pursuant to this Amendment, (the "Amendment"), FPL FiberNet, LLC ("CLEC"), and BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties (Agreement) to be effective on the Effective Date .

WHEREAS, AT&T and CLEC entered into the Agreement, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Intentionally Left Blank.
2. The Parties agree to replace the language currently in Section 10.8.1 of Attachment 3 with the following:

Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. Rates for Local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable composite rate (i.e., Local Intermediary Charge) as set forth in the Pricing Schedule. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Party's Commission approved Interstate or Intrastate Switched Access tariffs as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines.

3. All of the other provisions of the Agreement shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T FLORIDA
AND
FPL FIBERNET, LLC**

The Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T") and FPL FiberNet, LLC ("CLEC") ("Agreement") effective in the state of Florida is hereby amended as follows:

1. Section 3.1 of the General Terms and Conditions is amended by adding the following section:
 - 3.1.1 Notwithstanding anything to the contrary in this section 3.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from September 10, 2009 until September 9, 2012 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date.
2. The Parties acknowledge and agree that, during the three (3) year extension, the Agreement is subject to amendment to reflect future changes of law. During the three (3) year extension, the Agreement may be terminated only at CLEC's request, unless terminated pursuant to the Agreement's "default" provisions.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Florida Commission and shall become effective "on the Effective Date".